

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
Kristen Pifko
Assistant Superintendent,
Business & Fiscal Services
Aracely Fox, Ed.D.
Assistant Superintendent,
Educational Services
Scott Carroll, Ed.D.
Assistant Superintendent,
Human Resources

AGENDA REGULAR BOARD MEETING Wednesday, August 20, 2025

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

Trustee Rose Gonzales attending virtually from 2001 Blake Street, Denver, CO 80205

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

August 20, 2025

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

Dr. Ginger Shea, Director, Enrichment & Specialized Programs, will introduce Elizabeth Palacios, 3rd grade student at Lemonwood School, 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 Emily Garcia, 5th grade student at Soria School, and in Spanish by Elizabeth Palacios, 3rd grade student at Lemonwood School.

A.4. Presentation on ELOP/Summer Programs

Dr. Ginger Shea, Director, Enrichment & Specialized Programs, will provide a short presentation to the Board regarding the district's ELOP/Summer programs. 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. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

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

A.7. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- D.J. v. Oxnard SD, et al., Case #2024-CUOE029274

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- S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
- YV v. Oxnard SD, Case #GHC0058142
- Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

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

Conference with Labor Negotiator:

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

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

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

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Appointment
 - Interim Assistant Principal, Curren

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

A.9. Report Out of Closed Session

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

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

Introduction of newly appointed Oxnard School District administrator:

- Jessica Glass, Interim Principal, Elm School

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

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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. Approval of the 2024-25 Quarterly Report on Williams Uniform Complaints – Fourth Quarter (Carroll)

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

C.2. Establishment, Increase in Hours and Abolishment of Positions (Carroll/Fuentes)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the establishment, increase in hours and abolishment of positions, as presented.

C.3. Personnel Actions (Carroll/Fuentes)

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

C.4. Acceptance of Gifts (Fox/Thomas)

It is the recommendation of the Assistant Superintendent, Educational Services and the Director, School Performance and Student Outcomes, that the Board of Trustees accept the donation of \$10,000.00 from the Roy A. Hunt Foundation, as presented.

C.5. 2024-2025 Quarterly Report on Williams Instructional Materials and Facilities, Quarter 4 (Fox/Thomas)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of School Performance and Student Outcomes, that the Board of Trustees receive the 2024-2025 Quarterly Report on Instructional Materials and Facilities, Quarter 4, as presented.

C.6. Approval of the District’s Submission of the 2025-26 Consolidated Application for Funding (Pifko/Núñez)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Fiscal Services that the Board of Trustees approve the District’s submission of the 2025-2026 Consolidated Application for Funding.

C.7. Approval of Resolution No. 25-05 of the Board of Trustees of the Oxnard School District Naming District Representatives (Pifko)

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services that

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the Board of Trustees approve Resolution No. 25-05 of the Board of Trustees of the Oxnard School District Naming Dr. Ana DeGenna, Superintendent, Kristen Pifko, Assistant Superintendent of Business and Fiscal Services, and Mark Bennett, Director of Facilities, as District Representatives for all programs under the State Allocation Board.

C.8. Designation of the Oxnard School District’s California Schools Employee Benefits Organization (CSEBO) Representative and Alternate Effective July 1, 2025 (Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the designations of Dr. Scott Carroll, Assistant Superintendent, Human Resources and Joanna Pelino, School Psychologist, as Representatives and Kristen Pifko, Assistant Superintendent, Business & Fiscal Services, and Tiffany Grande, School Psychologist, as Alternates to the CSEBO Board, as presented.

C.9. Enrollment Report (Pifko/Núñez)

District enrollment as of April 30, 2025, was 12,980. This is 556 less than the same time last year.

District enrollment as of May 30, 2025, was 12,986. This is 545 less than the same time last year.

District enrollment as of June 18, 2025, was 12,983. This is 546 less than the same time last year.

C.10. Purchase Order/Draft Payment Report #25-01 (Pifko/Reyes)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing, that the Board of Trustees approve Purchase Order/Draft Payment Report #25-01, as submitted.

C.11. Approval of Disposal of Surplus Personal Property (Pifko/Reyes)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing, that the Board of Trustees declare the surplus property obsolete and approve its sale and/or disposal, as permitted by California Education Code §17546.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.12. Approval of Amendment No. 002 to Agreement No. 19-180 with Arcadis International Ltd. (formerly known as IBI Group) to Provide Architectural Engineering Services for Ritchen Elementary School Modernization Project (Pifko/Bennett/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Amendment No. 002 to Agreement No. 19-180 with Arcadis International Ltd. (formerly known as IBI Group), for additional design services for the Ritchen Elementary School Modernization Project and to extend the contract term through December 31, 2026, in the amount of \$10,930.00, to be paid out of Master Construct and Implementation Funds.

C.13. Approval of Amendment No. 002 to Agreement No. 23-161 with Flewelling & Moody to Provide Architectural Engineering Services for Rose Avenue Elementary School ECDC Project (Pifko/Bennett/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the

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Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Amendment #2 to Agreement #23-161 with Flewelling & Moody, to provide the services of a structural engineer for the HVAC attachment to the Rose Avenue Elementary School ECDC Project building structure, in the amount of \$3,500.00, to be paid out of Master Construct and Implementation Funds.

C.14. Approval of Amendment #1 to Agreement #25-64 - Action Preparedness Training (Carroll/Magaña)

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Amendment #1 to Agreement #25-64 with Action Preparedness Training, for additional funding to support CPR/AED and First Aid training for staff throughout the 2025–2026 school year, in the amount not to exceed \$5,000.00, to be paid out of the Safety Credits Fund.

C.15. Approval of Agreement #25-112 – Hip Hop Mindset (Fox/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-112 with Hip Hop Mindset, to provide photography and videography services and assist with managing and posting content on the Oxnard School District's official social media platforms, August 21, 2025 through June 30, 2026, in the amount not to exceed \$75,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

C.16. Approval of Agreement #25-113, Renaissance Learning, Inc. (Fox/Thomas)

It is the recommendation of the Director, School Performance & Student Outcomes, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-113 with Renaissance Learning, Inc., to provide benchmark assessment and data management tools, including Star Assessments, DnA (for custom test creation), and EduClimber (for data analysis and visualization), September 1, 2025 – June 30, 2026, in the amount of \$4,050.00, to be paid out of LCFF Funds.

C.17. Approval of Agreement #25-114 – Oxnard Adult School, Oxnard Union High School District (Fox/Ruvalcaba)

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-114 with Oxnard Adult School, OUHSD, to provide free English as a Second Language (ESL) classes and various parent education programs, September 1, 2025 through June 30, 2028, in the amount of \$10,000.00 for materials & supplies, to be paid out of Title III Funds.

C.18. Approval of Agreement #25-115– Interface Children and Family Services (Fox/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-115 with Interface Children and Family Services, to provide trained staff to work with school administrators and staff to coordinate and facilitate Youth Services, Family Violence Intervention Services, and Mental Health Services, August 21, 2025 through June 30, 2026, at no cost to Oxnard School District.

C.19. Approval of Agreement #25-117 – Auditory Processing Diagnostic Center (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-117 with Auditory Processing Diagnostic Center, to

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provide audiological services, including assessments and training on the CAPDOTS program, August 21, 2025 through June 30, 2026, in the amount not to exceed \$60,000.00, to be paid out of Special Education Funds.

C.20. Approval of Agreement #25-118 with University of California, San Diego School of Medicine (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-118 with University of California, San Diego School of Medicine, to offer medical consultation to the school upon request, August 21, 2025 through June 30, 2026, in the amount not to exceed \$5,000.00, to be paid out of Special Education Funds.

C.21. Approval of Agreement #25-119 – Inlakech Cultural Arts Center (Fox/Ruvalcaba)

It is the recommendation of the Assistant Superintendent of Educational Services, and the Manager of Equity, Family, & Community Engagement, that the Board of Trustees approve Agreement #25-119 with Inlakech Cultural Arts Center, to perform at various Oxnard School District events during the 2025-2026 school year, in the amount of \$1,500.00, to be paid out of Title I Funds.

C.22. Approval of Agreement #25-120, IC Group, 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 #25-120 with IC Group, Inc., to design and implement an interactive, web-based emergency management platform to facilitate direct communication with first responders as required by the STOP Grant, August 21, 2025 through September 30, 2027, in the amount not to exceed \$135,000.00, to be paid out of the STOP Grant.

C.23. Approval of Agreement #25-121 – Dynamic Education Services, Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-121 with Dynamic Education Services, Inc., to provide comprehensive educational support services in the areas of Specialized Academic Instruction, Behavioral Intervention Services, Speech and Language Therapy, Occupational Therapy, Transition and Vocational Training, and Parent Training and Support for the Special Education Department at Oxnard School District, August 21, 2025 through June 30, 2026, in the amount not to exceed \$15,000.00, to be paid out of Special Education Funds.

C.24. Approval of Agreement #25-122, Amira Learning, Inc. (Fox/Thomas)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, School Performance and Student Outcomes, that the Board of Trustees approve Agreement #25-122 with Amira Learning, Inc., to provide software that will be used as the district's state-mandated Reading Difficulties Risk Screening Assessment for grades K-2, including professional development, August 21, 2025 through June 30, 2026, at no cost to Oxnard School District.

C.25. Approval of Agreement #25-124 – Pride Learning Co. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-124 with Pride Learning Co., to provide specialized educational services to support students with unique learning needs in the Oxnard School District's Special Education Department, August 21, 2025 through June 30, 2026, in the amount not to exceed \$100,000.00, to be paid out of Special Education Funds.

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- C.26. Approval of Agreement #25-125 – Dr. Olvera Psychology (DeGenna/Jefferson)**
It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-125 with Dr. Olvera Psychology, to provide independent psychological and educational consulting services for Special Education students in the Oxnard School District, August 21, 2025 through June 30, 2026, in the amount not to exceed \$60,000.00, to be paid out of Special Education Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

- C.27. Ratification of Amendment #1 to Agreement #24-46 - Sunrise Physical Therapy Services Inc. (Carroll/Magaña)**
It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Amendment #1 to Agreement #24-46 with Sunrise Physical Therapy Services Inc., to cover the final invoices for the 2024-2025 school year due to an increased demand for ergonomic evaluations, in the amount of \$8,538.50, to be paid out of the Unrestricted General Fund.
- C.28. Ratification of Memorandum of Understanding #25-110 with the California Department of Education for Assignment of Karen Sher as Visiting Educator for the 2025-26 School Year (Carroll)**
It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees ratify Memorandum of Understanding #25-110 with the California Department of Education, for Oxnard School District educator Karen Sher to serve as a Visiting Educator (VE) within the Building Educational Success Together (BEST) Branch of the CDE, August 15, 2025 through June 30, 2026, at no cost to Oxnard School District.
- C.29. Ratification of Agreement #25-111 – Briotix Health, LP (Carroll/Magaña)**
It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #25-111 with Briotix Health, LP, to provide disability management consultation services, August 7, 2025 through June 30, 2026, in the amount not to exceed \$50,000.00, to be paid out of the Unrestricted General Fund.
- C.30. Ratification of Agreement #25-116, Wildan Financial Services (Pifko/Núñez)**
It is the recommendation of the Director of Finance and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #25-116 with Wildan Financial Services, to assist the Oxnard School District in meeting arbitrage rebate compliance requirements for its outstanding bond obligations, August 1, 2025 – June 30, 2026, in the amount not to exceed \$3,500.00, to be paid out of the General Fund.
- C.31. Ratification of Amendment #3 to Agreement #21-141, Universal Engineering Services (formerly Construction Testing & Engineering, Inc.) to provide additional Inspection and Testing Services as Lab of Record Services for the Rose Avenue Elementary School Reconstruction Project (Pifko/Bennett/CFW)**
It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #3 to Agreement #21-141 with Universal Engineering Services (formerly Construction Testing & Engineering, Inc.), for additional unforeseen costs related to Testing & Inspections for the Rose Avenue Elementary School Reconstruction Project, in the

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amount of \$60,968.00, to be paid out of Master Construct and Implementation Funds.

C.32. Ratification of Agreement #25-123 – California School Boards Association (DeGenna)

It is the recommendation of the Superintendent that the Board of Trustees ratify Agreement #25-123 with California School Boards Association, for providing a facilitator to lead a governance session focused on setting Board/Superintendent goals, August 12, 2025, in the amount not to exceed \$4,000.00, to be paid out of the General Fund.

Section D: ACTION ITEMS

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

D.1 Approval and Adoption of the June 2025 Semi-Annual Implementation Program Update as an Adjustment to the Enhanced Master Construct Program (Pifko/Bennett/CFW)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. (CFW), that the Board of Trustees accept and adopt the June 2025 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program, and that the Board direct staff and CFW to proceed with the adjustments to the Program for immediate implementation.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.2. Approval of an Administrative Service Credential Variable Term Waiver for Leticia Beltran to Serve as Assistant Principal and for Anthony Unchangco to Serve as Manager of Special Programs for the 2025-2026 School Year (Carroll/Cordes)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve an Administrative Service Credential Variable Term Waiver for Leticia Beltran to serve as Assistant Principal and for Anthony Unchangco to serve as Manager of Special Programs for the 2025-2026 School Year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.3. Approval of Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) Waiver for Mariah Melgoza for the 2025-2026 School Year (Carroll/Cordes)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the BCLAD Waiver for

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Mariah Melgoza to serve as a Dual Language Instruction (DLI) teacher for the 2025-2026 school year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.4. Adoption of Resolution No. 25-06 Emergency Resolution to Determine that an Emergency Existed Regarding Marina West Elementary School Gas Leak (Pifko/Bennett)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and Director of Facilities, that the Board of Trustees adopt Resolution No. 25-06, Emergency Resolution to Determine that an Emergency Existed Regarding Marina West Elementary School Gas Leak, for the emergency replacement of the rooftop gas piping system, including survey, demolition, new code-compliant installation, pressure testing, and cleanup, in the amount of \$188,675.00, 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 Allowance Allocation #4 from Amendment #002 to Construction Services Agreement #17-158, Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Pifko/Bennett/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Allocation #4 from Amendment #002 to Construction Services Agreement #17-158, Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project, to fund the increased costs associated with labor, material and equipment resulting from City required scope, in the amount of \$164,975.00, to be paid from the Enhanced Master Construct Program, at no increase to the Project Budget.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.6. Approval of Allowance Allocation #5 from Amendment #002 to Construction Services Agreement #17-158, Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Pifko/Bennett/CFW)

It is the recommendation of the Assistant Superintendent of Business Services, the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Allocation #5 from Amendment #002 to Construction Services Agreement #17-158, Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project, to fund the increased costs associated with labor, material and equipment resulting from City required scope, in the amount of \$2,052,265.00, to be paid from Enhanced Master Construct Program Funds, at no increase to the Project Budget.

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:

- March 1, 2025 Special Meeting
- March 5, 2025 Regular Meeting
- March 19, 2025 Regular Meeting
- April 2, 2025 Regular Meeting
- May 7, 2025 Regular Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section F: BOARD POLICIES

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

F.1. First Reading – Revisions to BB 9270 Conflict of Interest (Pifko/Núñez)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director, Fiscal Services, that the Board of Trustees receive the revisions to BB 9270 Conflict of Interest, as presented for First Reading. The revised policy will be presented for Second

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Reading and Adoption at the September 3, 2025 Board Meeting.

Section G: CONCLUSION

G.1. Future Agenda Items (DeGenna)

The Board of Trustees and Superintendent will discuss any Trustee requests for items to be added to future agendas.

<u>Item</u>	<u>Proposed Meeting Date</u>
Process for input regarding future needs, PD & opportunities for feedback	9/17/25
Discussion of public comments process	10/9/25 (Special)
Discussion re: opportunities for anonymous feedback	9/3/25
Discussion of free opportunities for STEM/STEAM in OSD	10/1/25
Discussion of Talent Search program	10/15/25
Board Rotation	10/9/25 (Special)
Recognition of Teacher Activities with Non-Profits	TBD
Hiring Practices/Processes	TBD

G.2. 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.3. 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.4. 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, August 15, 2025.

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 20, 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

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 20, 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
- D.J. v. Oxnard SD, et al., Case #2024-CUOE029274
- S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
- YV v. Oxnard SD, Case #GHC0058142

- Anticipated Litigation:

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

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

Conference with Labor Negotiator:

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

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

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

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Appointment
 - Interim Assistant Principal, Curren

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 20, 2025

Agenda Section: Section A: Preliminary

Reconvene to Open Session (7:00 PM)

Reconvene to Open Session (7:00 PM)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 20, 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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 20, 2025

Agenda Section: Section A: Preliminary

Introduction of Newly Appointed Oxnard School District Administrator (DeGenna)

Introduction of newly appointed Oxnard School District administrator:

- Jessica Glass, Interim Principal, Elm School

FISCAL IMPACT:

Information only.

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 20, 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.

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: August 20, 2025

Agenda Section: Section C: Consent Agenda

Approval of the 2024-25 Quarterly Report on Williams Uniform Complaints – Fourth Quarter (Carroll)

Pursuant to the Williams Settlement (Assembly Bill 2727), all school districts are required to report quarterly to their Governing Boards regarding any complaints received in the following areas:

- Instructional Materials
- Teacher Vacancy or Misassignment
- Facilities Conditions

These reports promote equity, transparency, and compliance with Education Code Section 35186 by providing timely updates to the Board and the public.

Summary of Complaints – Fourth Quarter (April 1 – June 30, 2025)

One facilities-related complaint was received during this reporting period. The concern involved the presence of a pest issue in a section of classroom facilities at Rose Avenue Elementary School.

Resolution:

- The affected classrooms underwent professional pest treatment on June 7, 2025.
- As of June 18, 2025, the facilities in question ceased being used to house students.
- A new school facility, located on the same property, now accommodates students.
- The older buildings are scheduled for demolition, ensuring the issue will not recur.

No complaints were filed regarding instructional materials or teacher vacancy/misassignment.

FISCAL IMPACT:

None.

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Quarterly Report on Williams Uniform Complaints_Fourth Qtr._2024-25 \(1 page\)](#)

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



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

District: _____

Person completing this form: _____

Title: _____

Quarterly Report Submission Date:
 (please check one)

- October 31, 2024 (7/1 to 9/30)
- January 31, 2025 (10/1 to 12/31)
- April 30, 2025 (1/1 to 3/31)
- July 31, 2025 (4/1 to 6/30)

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

Please check the box that applies:

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

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

 Print Name of District Superintendent

 Signature of District Superintendent

 Date

Please submit to skrone@vcoe.org

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: August 20, 2025

Agenda Section: Section C: Consent Agenda

Establishment, Increase in Hours and Abolishment of Positions (Carroll/Fuentes)

Establishment

20 six hour 185-day Child Nutrition Worker II position numbers 13150, 13156, 13157, 13158, 13159, 13160, 13161, 13162, 13163, 13164, 13165, 13166, 13167, 13168, 13169, 13188, 13189, 13190, 13191 and 13192 to be established at Child Nutrition Services. These positions will be established to support the Child Nutrition Services Coordinator with day-to-day operations.

An eight hour 221-day Mental Health Clinician position number 13283 to be established at Pupil Services. This position will be established to support the Opportunity Program at our 3 middle schools.

A six hour 183-day Paraeducator General Education position number 13257 to be established at Brekke School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13258 to be established at Chavez School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13259 to be established at Driffill School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13278 to be established at Driffill School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13260 to be established at Elm School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13261 to be established at Elm School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13262 to be established at Elm School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13263 to be established at Harrington School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13264 to be established at Harrington School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13265 to be established at

Harrington School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13266 to be established at Lemonwood School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13267 to be established at Lemonwood School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13268 to be established at McAuliffe School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13269 to be established at McKinna School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13270 to be established at McKinna School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13271 to be established at Ramona School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13272 to be established at Ramona School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13273 to be established at Ritchen School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13274 to be established at Ritchen School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13275 to be established at Rose Avenue School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13276 to be established at Rose Avenue School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A four hour 183-day Paraeducator General Education position number 13287 to be established at Rose Avenue School. This position will be established to assist with the increased student ratio in a Kinder Class.

A four hour 183-day Paraeducator General Education position number 13288 to be established at Marina West School. This position will be established to assist with the increased student ratio in a Kinder Class.

A six hour 183-day Paraeducator General Education position number 13289 to be established at Marina

West School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13290 to be established at Sierra Linda School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13291 to be established at Sierra Linda School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

A six hour 183-day Paraeducator General Education position number 13292 to be established at Sierra Linda School. This position will be established to assist with the increased student ratio in a Transitional Kinder Class.

An eight hour 183-day Paraeducator Special Education position number 9243 to be established at Special Education. This position will be established to update from the Registered Behavior Technician position to the new job description of Paraeducator Special Education.

Abolishment

An eight hour 183-day Music Instructor position number 12758 to be abolished at Marshall School. This position will be abolished due to lack of work.

An eight hour 183-day Music Instructor position number 12759 to be abolished at Elm School. This position will be abolished due to lack of work.

FISCAL IMPACT:

Cost for 20 Child Nutrition Worker II positions \$1,199,720.00 Child Nutrition-School Program

Cost for 1 Mental Health Clinician position \$129,479.00 MAA Fund

Cost for 27 Paraeducator General Education positions 1,394,941.00 Unrestricted Funds

Savings for 1 Paraeducator Special Education position \$1,404.00 SPED Funds.

Savings for 2 Music Teacher positions \$213,810.00 Arts/Music in Schools Prop. 28

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the establishment, increase in hours and abolishment of positions as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: August 20, 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 Assistant Superintendent of Human Resources and the Director of Classified Human Resources that the Board of Trustees approve the Personnel Actions as presented.

ADDITIONAL MATERIALS:

Attached: [Certificated Personnel Actions 08202025 \(2 Pages\)](#)

[Classified Personnel Actions 08202025 \(5 Pages\)](#)

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

Adame, Michael	Assistant Principal, Fremont	2025/2026 School Year
Almanza, Gracie	School Psychologist, SPED	2025/2026 School Year
Barragan, Ivan	SPED Teacher, Driffill	2025/2026 School Year
Brown, Aimee	Assistant Principal, Driffill	2025/2026 School Year
Carrasco, Elda	Art Teacher, Lemonwood	2025/2026 School Year
Cedre, Jolene	SPED Teacher, Fremont	2025/2026 School Year
Chesla, Jennifer	Science Teacher, Soria	2025/2026 School Year
Collins, Helen	SPED Teacher, Frank	2025/2026 School Year
DeFazio, Karen	SPED Teacher, Marshall	2025/2026 School Year
Delgado, Norma	SPED Teacher, Fremont	2025/2026 School Year
Duarte Flores, Karla	SPED Teacher, Chavez	2025/2026 School Year
Elizondo, Yvette	SPED Teacher, Kamala	2025/2026 School Year
Forrest, Meagan	Science Teacher, Kamala	2025/2026 School Year
Gonzalez, Jesse	SPED Teacher, TBD	2025/2026 School Year
Hanna, Rebecca	SPED Teacher, Brekke	2025/2026 School Year
Harner, Marcel	Manager, SPED	2025/2026 School Year
James, Heather	SPED Teacher, Ritche	2025/2026 School Year
Janes, Malissa	SPED Teacher, Lopez	2025/2026 School Year
Landeros, Michelle	DLI Teacher, McKinna	2025/2026 School Year
Lopez, Carmen	DLI Teacher, Kamala	2025/2026 School Year
Luque, Marina	SPED Teacher, McAuliffe / SL	2025/2026 School Year
Malcolm, Samantha	Science Teacher, Marshall	2025/2026 School Year
Martinez, Celia	SPED Teacher, Lopez	2025/2026 School Year
Morales, Monica	DLI Teacher, Ramona	2025/2026 School Year
Nolasco, Fernanda	Math Teacher, Lemonwood	2025/2026 School Year
Ramirez, Cecilia	SPED Teacher, Brekke	2025/2026 School Year
Reyna, Nicole	Music Teacher, Elm	2025/2026 School Year
Rodriguez, Hector	SPED Teacher, Soria	2025/2026 School Year
Rodriguez Arcos, Sandra	DLI Teacher, Kamala	2025/2026 School Year
Roesner, Elayne	Music Teacher, Lopez	2025/2026 School Year
Rudolph, Collin	Math Teacher, Curren & Chavez	2025/2026 School Year
Shapiro, Allison	SPED Teacher, Marshall	2025/2026 School Year
Steele, Troy	SPED Teacher, Soria	2025/2026 School Year
Toribio, Irene	SPED Teacher, McAuliffe	2025/2026 School Year
Unchangco, Anthony	Manager, Enrichment & Special Programs	2025/2026 School Year
Vazquez, Cindy	Spanish Teacher, Frank	2025/2026 School Year
Viveros, Janeli	SPED Teacher, Marshall	2025/2026 School Year

Abril Jr, John	Substitute Teacher	2025/2026 School Year
Carmona, Emily	Substitute Teacher	2025/2026 School Year
Casas, Jorge Ricardo	Substitute Teacher	2025/2026 School Year
Clay, Brian Alex	Substitute Teacher	2025/2026 School Year
Hernandez Gonzalez, Danna	Substitute Teacher	2025/2026 School Year
Martinez, Iliana Michelle	Substitute Teacher	2025/2026 School Year
Otero, Lydia	Substitute Teacher	2025/2026 School Year
Paul, Maryann Assunta	Substitute Teacher	2025/2026 School Year
Reich, Benjamin	Substitute Teacher	2025/2026 School Year
Sanchez, Blanca Yadira	Substitute Teacher	2025/2026 School Year

Resignation

Bravo, Sylvia	Teacher	June 18, 2025
Chapman, Melissa	Teacher	June 18, 2025
De La Mora, Armando	School Psychologist	June 30, 2025
De Paiva, Rodrigo	Teacher	June 18, 2025
Escobedo Esquivel, Claudia	Teacher	June 18, 2025
Fernandez, Maria Christina	Principal	June 30, 2025
Hernandez, Stephanie	Teacher	June 18, 2025
Kingston, Rhiannon	Teacher	June 18, 2025
Lepe, Sarah	Manager	July 31, 2025
Mellring, Jaclyn	Teacher	June 18, 2025
Rubio, Chelsea	Teacher	June 18, 2025
Smolarski, Kathryn	SPED Teacher	June 18, 2025
Sneed, Madison	Teacher	June 18, 2025
Torres, Christina	Teacher	June 30, 2025

New Hires

Alatorre, Miguel	Accounting Specialist III, Budget and Finance 8 hrs./245 days	06/09/2025
Barragan, Alma L	Paraeducator Special Education, Pupil Services 5.75 hrs./183 days	08/18/2025
Becker, Jenna D	Human Resources Analyst, Personnel Commission 8 hrs./245 days	07/28/2025
Cano, Evelyn	Paraeducator General Education, Ramona School 6 hrs./183 days	08/18/2025
Cazares, Eliza M	Speech Language Pathology Assistant, Kamala School 8 hrs./183 days	08/18/2025
Cervantez, Rick A	Facilities Materials Specialist, Maintenance 8 hrs./245 days	06/09/2025
Cruz Ramos, Soledad I	After School Program Site Coordinator, Enrichment & Special Programs, 8 hrs./245 days	08/07/2025
DeHerrera, Danielle A	Mental Health Clinician, Special Education 8 hrs./221 days	06/17/2025
Escobedo, Andres	Custodian, Kamala School 5 hrs./245 days	06/16/2025
Herrera, Rebecca	Mental Health Clinician, Special Education 8 hrs./221 days	06/16/2025
Lam, Nadia M	Health Care Technician, Pupil Services 8 hrs./183 days	08/18/2025
Lira, Rafael	Custodian, Marshall School 5 hrs./245 days	06/23/2025
Macias, Miguel A	Custodian, Soria School 5 hrs./245 days	06/24/2025
Macumba Iribarren, Linda S	Transportation Driver, Transportation 5.5 hrs./183 days	08/18/2025
Madrid, Sabrina Y	Campus Assistant, Rose Ave. School 5.75 hrs./180 days	08/19/2025
Magaña, Karla	Para Special Education, Driffill School 5.75hrs./183 days	06/02/2025
Morales, Claudia I	Attendance Accounting Technician, Curren School 8 hrs./210 days	06/23/2025
Moran, Zenon	Transportation Driver, Transportation 8 hrs./183 days	08/18/2025
Pifko, Kristen E	Assistant Superintendent, Business & Fiscal Services 8 hrs./261 days	07/01/2025
Schultz, Ritchel L	Health Care Technician, Pupil Services 8 hrs./183 days	08/18/2025
Segura, Elizabeth Q	Speech Language Pathology Assistant, Fremont Academy 8 hrs./183 days	08/18/2025
Solis, Milo A	Transportation Driver, Transportation 8 hrs./183 days	08/18/2025
Valencia Capilla, Luis F	Custodian, Curren School 6 hrs./245 days	06/30/2025
Zambrano Ruiz, Karen	Office Assistant II, Sierra Linda School 8hrs./ 203 days	06/02/2025

Limited Term/Substitutes

Arevalo Alcaraz, Beatriz	Campus Assistant (Substitute)	07/15/2025
Arevalo Navarro, Ernesto	Custodian/Grounds/Maintenance/Warehouse (Substitute)	07/24/2025
Apolonio, Lizbeth	Campus Assistant (Substitute)	07/15/2025

Limited Term/Substitutes (cont.)

Carrillo, Leah I	Campus Assistant/Paraeducator (Substitute)	07/02/2025
Carrillo, Tereze	Campus Assistant/Clerical (Substitute)	07/15/2025
Del Toro, Anabel	Campus Assistant (Substitute)	07/15/2025
Daniel, Jessica S	Campus Assistant (Substitute)	07/15/2025
Garcia, Erica J	Campus Assistant (Substitute)	07/15/2025
Garcia, Julian A	Custodian/Grounds/Maintenance/Warehouse (Substitute)	07/24/2025
Gaxiola, Ernesto A	Custodian/Grounds/Maintenance/Warehouse (Substitute)	07/24/2025
Gomez, Luiz C	Custodian/Grounds/Maintenance/Warehouse (Substitute)	07/24/2025
Gonzalez, Daisy	Campus Assistant (Substitute)	07/09/2025
Gonzalez Gonzalez, Norma	Child Nutrition Worker (Substitute)	05/27/2025
Hurtado, Alexis E	Clerical (Substitute)	07/11/2025
Jackson, Robert W	Custodian/Grounds/Maintenance/Warehouse (Substitute)	07/24/2025
Jacobo, Guadalupe	Paraeducator (Substitute)	07/21/2025
Jasso, Fatima	Paraeducator (Substitute)	07/02/2025
Lucero, Johnna S	Campus Assistant (Substitute)	07/15/2025
Menintasis, Norma S	Campus Assistant (Substitute)	07/15/2025
Moore, Sabrina L	Clerical (Substitute)	07/25/2025
Moreno, Giselle N	Campus Assistant (Substitute)	07/15/2025
Mota, Susana	Campus Assistant/Clerical (Substitute)	07/15/2025
Olvera, Juan	Campus Assistant (Substitute)	08/18/2025
Perez, Marina	Paraeducator (Substitute)	06/25/2025
Perez Huichapan, Jesus S	Clerical (Substitute)	07/24/2025
Preciado, Emmoni	Clerical (Substitute)	07/25/2025
Pulido, Tanya	Clerical (Substitute)	07/11/2025
Reyes, Orlando	Custodian/Grounds/Maintenance/Warehouse (Substitute)	07/24/2025
Rivas, Ivan	Custodian/Grounds/Maintenance/Warehouse (Substitute)	07/24/2025
Rivera Jr, Lisandro J	Custodian/Grounds/Maintenance/Warehouse (Substitute)	07/24/2025
Rosales, Tatianna A	Custodian/Grounds/Maintenance/Warehouse (Substitute)	07/24/2025
Rosales Sandoval, Angie	Paraeducator (Substitute)	07/16/2025
Ruiz, Stephany	Paraeducator (Substitute)	06/30/2025
Sanchez, Abigail A	Clerical (Substitute)	07/25/2025
Serena Leyva, Adrian	Custodian/Grounds/Maintenance/Warehouse (Substitute)	07/24/2025
Toledano, Jose M	Custodian/Grounds/Maintenance/Warehouse (Substitute)	07/24/2025
Valdez Gutierrez, Maria D	Child Nutrition Worker (Substitute)	05/27/2025
Vasquez, Ginger P	Clerical (Substitute)	07/25/2025
Villagomez, Juan J	Campus Assistant (Substitute)	08/18/2025
Xicotencatl, Lidia	Paraeducator (Substitute)	06/05/2025
Zendejas, Raymond A	Custodian/Grounds/Maintenance/Warehouse (Substitute)	07/24/2025

Reinstatements

Paz, Lorena D	Office Assistant II, Rose Avenue School 8 hrs./203 days	06/23/2025
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Promotions

Chinas, Mayte B	Outreach Specialist, Educational Services 8 hrs./ 180 days Secretary, Equity, Family, Community Engagement 8 hrs./ 245 days	07/25/2025
Garcia, Darlene E	Paraeducator Special Education, Special Education 8 hrs./183 days Registered Behavior Technician, Special Education 8 hrs./203 days	06/02/2025
Saadati, Victoria	Paraeducator Special Education, Special Education 5.75 hrs./183 days Paraeducator General Education, Pupil Services 5.75 hrs./183 days	08/18/2025
Severiano Vico, Adalilia	Speech Language Pathology Assistant, Marina West School 8 hrs./183 days Paraeducator Special Education, Soria School 5.75 hrs./183 days	06/04/2025
Tapia, Natalie M	Speech Language Pathology Assistant, Rose Avenue School 8 hrs./183 days Paraeducator Special Education, Lopez Academy 5.75 hrs./183 days	08/18/2025

Transfers

Burga, Kevin R	Paraeducator Special Education, Lopez Academy 5.75 hrs./183 days	08/18/2025
Cameron, Rosa M	Paraeducator Special Education, Lopez Academy 5.75 hrs./183 days	08/18/2025
Diaz, Imelda	Paraeducator General Education, Rose Ave. School 4 hrs./183 days	08/18/2025
Granados Ramos, Adalberto	Custodian, Lemonwood School 8 hrs./245 days	06/23/2025
Guerrero, Francisco S	Maintenance Worker II, Facilities 8 hrs./245 days	06/16/2025
Guzman, Julissa	Custodian, San Miguel School 8 hrs./245 days	07/01/2025
Macias, Miguel A	Custodian, Facilities 8 hrs./245 days	07/14/2025
Michel-Horta, Elvia L	Health Care Technician, Pupil Services 7 hrs./183 days	07/01/2025
Orejel, Judith	School Office Manager, Brekke School 8 hrs./210 days	08/05/2025
Oseguera, Matthew C	Custodian, Frank Academy 8 hrs./245 days	06/09/2025
Perdomo, Catherine A	Paraeducator Special Education, Lopez Academy 5.75 hrs./183 days	08/18/2025
Ponce, Mayra	Campus Assistant, Lopez Academy 5.75 hrs./180 days	08/19/2025
Rivas, Christopher	Custodian, Facilities 8 hrs./245 days	06/16/2025
Solis, Bertha	Campus Assistant, Lopez Academy 4 hrs./180 days	08/19/2025
Tapia, Ruby	Paraeducator Special Education, Rose Ave. School 5.75 hrs./183 days	06/04/2025

Transfers (cont.)

Vazque, Jose J	Paraeducator Special Education, Pupil Services 5.75 hrs./183 days	07/21/2025
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Leaves of Absence

Cortes, Esmeralda	Paraeducator Special Education, Pupil Services 5.75 hrs./183 days	06/18/2026
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Medical Layoff

10523	Child Nutrition Worker, Child Nutrition Services 5 hrs./185 days	06/13/2025
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Probation Release

13137	Custodian - 5 hrs./245 days	07/17/2025
13141	Campus Assistant - 5.75 hrs./180 days	07/18/2025
8940	Paraeducator Special Education - 5.75 hrs./183 days	06/05/2025

Resignations

Barragan, Ivan M	Paraeducator Special Education, Drifill School 5.75 hrs./183 days	07/17/2025
DeWitt, Joy N	Paraeducator Special Education, Lopez Academy 5.75 hrs./183 days	06/06/2025
Elias, Isabel V	Library Media Technician, Harrington School 5 hrs./190 days	07/21/2025
Escobedo, Andres	Custodian, Kamala School 5 hrs./245 days	06/17/2025
Flores, Marcella C	School Office Manager, Brekke School 8 hrs./210 days	08/01/2025
Gonzalez, Pilar	Paraeducator Special Education, San Miguel School 5.75 hrs./183 days	06/19/2025
Guevara, Rebeckah C	Paraeducator Special Education, McAuliffe School 5.75 hrs./183 days	07/22/2025
Herrera Jr., Jesus	Paraeducator General Education, Chavez School 8 hrs./183 days	08/18/2025
Janes, Malissa A	Paraeducator Special Education, Lopez Academy 5.75 hrs./183 days	06/19/2025
Licudine, Jann R	School Occupational Therapist, Special Education 8 hrs./ 203 days	06/06/2025
Lopez Rodriguez, Vivian N	Campus Assistant, Curren. School 5.75 hrs./180 days	05/29/2025
Maldonado, Adriana A	Paraeducator Special Education, San Miguel School 5.75 hrs./183 days	06/19/2025
Marquez, Miguel De Jesus	Paraeducator General Education, McAuliffe School 6 hrs./183 days	06/19/2025
Orozco, Dalila	Campus Assistant, Lemonwood School 5.75 hrs./180 days	06/19/2025
Sotelo, Julian M	Paraeducator Special Education, Lopez Academy 5.75 hrs./183 days	06/02/2025
Tougas, Laura A	Paraeducator Special Education, Frank Academy 5.75 hrs./183 days	07/18/2025
Trinidad, Tyra A	Library Media Technician, Sierra Linda School 5 hrs./190 days	07/18/2025

Resignations (cont.)

Viveros, Janelli	Adaptive Technology Specialist, Marshall School 8 hrs./183 days	07/31/2025
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Retirements

Chavez Mendoza, Maria T	Campus Assistant, Lopez Academy 5.75 hrs./180 days	06/19/2025
Cruz, Josephine B	Child Nutrition Worker, Child Nutrition Services 5 hrs./185 days	06/30/2025
Escalante, Angela	Paraeducator General Education, Chavez School 1.5 hrs./183 days	07/31/2025
Mize, Diane T	Mental Health Manager, Pupil Services 8 hrs./245 days	06/18/2025
Ortiz, Jill M	Child Nutrition Coordinator, McAuliffe School 8 hrs./189 days	07/04/2025

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 20, 2025

Agenda Section: Section C: Consent Agenda

Acceptance of Gifts (DeGenna/Fox)

This is a request for the Board of Trustees to accept a donation of \$10,000 from the Roy A. Hunt Foundation. The total value of the donation is \$10,000 and its use is at the district's discretion. There are no stipulations for its use.

Roy Arthur Hunt and his wife, Rachel McMasters Miller Hunt, established The Hunt Foundation in 1951. Following the passing of Mr. Hunt in 1966, his will created the Roy A. Hunt Foundation. The Foundation first met in 1967. The two foundations merged in 1994, however the original mission of the Hunt Foundation endures – to support organizations that strive to improve the quality of life.

The district partners with Orenda Education and they have a philanthropy team. This team identified Oxnard School District as meeting the conditions of the donation and put forward our name. One of the conditions for the application was that the recipient be located in Ventura County.

FISCAL IMPACT:

Donation to Oxnard School District in the amount of \$10,000.00.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and the Director, School Performance and Student Outcomes, that the Board of Trustees accept the donation of \$10,000.00 from the Roy A. Hunt Foundation, as presented.

ADDITIONAL MATERIALS:

Attached: [Donation Memo \(1 page\)](#)



OXNARD SCHOOL DISTRICT

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

To: Dr. Ana DeGenna, Superintendent
From: Anna Thomas, Director of School Performance and Student Outcomes
Date: May 19, 2025
RE: Donation

I respectfully request that the Board of Trustees accept a donation of \$10,000 from the Roy A. Hunt Foundation. The total value of the donation is \$10,000 and its use is at the district's discretion. There are no stipulations for its use.

The district partners with Orenda Education and they have a philanthropy team. This team identified Oxnard School District as meeting the conditions of the donation and put forward our name. One of the conditions for the application was that the recipient be located in Ventura County.

On behalf of the Oxnard School District, we would like to thank Orenda Education and the Roy A. Hunt Foundation for this donation.

Thank you.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 20, 2025

Agenda Section: Section C: Consent Agenda

2024-2025 Quarterly Report on Williams Instructional Materials and Facilities, Quarter 4 (Fox/Thomas)

The County Superintendent of Schools is required by California Education Code Section 1240 to report on a quarterly basis the results of Williams Lawsuit settlement visits to the school district Governing Board, pursuant to Assembly Bill (AB) 599 (Chapter 667, Statutes of 2021) effective on January 1, 2022, the most recent criteria for schools eligible for monitoring under the Williams settlement legislation. Currently, the only school mandated for the inspection is Dr. Manuel M. Lopez Academy.

Ventura County Office of Education has completed the Quarter 4 Williams Report related to visits completed during April-June of 2025. The report is an overview of the visitations related to textbooks/instructional materials and facilities to determine that all students have access to sufficient instructional materials and school facilities are clean, safe, and functional.

This report reflects Quarter 4 findings for the following:

*Instructional Materials - All students, in grades TK-12, have access to standards-aligned textbooks or instructional materials in the four core subject areas of English language arts, mathematics, history/social science, science and additionally in grade 9-12 foreign languages, health and appropriate science laboratory equipment.

*Facilities - All classrooms and amenities are safe, clean and functional.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of School Performance and Student Outcomes that the Board of Trustees receive the 2024-2025 Quarterly Report on Instructional Materials and Facilities, Quarter 4, as presented.

ADDITIONAL MATERIALS:

Attached: [2024-25 Q4 Williams Visitation Report \(1 page\)](#)

**Ventura County Office of Education
Quarter 4 Williams Report
2024-25 Fiscal Year**

The County Superintendent of Schools is required by California Education Code Section 1240 to report on a quarterly basis the results of Williams Lawsuit settlement visits to the school district governing board. Pursuant to Assembly Bill (AB) 599 (Chapter 667, Statutes of 2021) effective on January 1, 2022, the most recent criteria for schools eligible for monitoring under the Williams settlement legislation. As outlined in AB 599, schools that meet the criteria listed below are eligible for monitoring under the Williams settlement legislation:

- Eligible for Comprehensive Support and Improvement (CSI) and Additional Targeted Support and Improvement (ATSI); and
- Meet the teacher credentialing criteria

This report reflects Quarter 4 findings for the following:

- Instructional Materials - All students, in grades TK-12, have access to standards-aligned textbooks or instructional materials in the four core subject areas of English language arts, mathematics, history/social science, science, and additionally in grade 9-12 foreign languages, health, and appropriate science laboratory equipment.
- Facilities - All classrooms and amenities are safe, clean, and functional.

This report does not include the review of teacher assignments and vacancies, audit findings related to Williams Settlement, and the annual School Accountability Report Cards (SARC). These reviews will be included in the annual report later this school year.

April - June 2025 Visitation Periods		
District/School	Instructional Materials	Facilities
Oxnard School District/ Dr. Manuel M. Lopez Academy	In Compliance	In Compliance

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: August 20, 2025

Agenda Section: Section C: Consent Agenda

Approval of the District's Submission of the 2025-26 Consolidated Application for Funding (Pifko/Núñez)

The California Department of Education (CDE) uses the Consolidated Application (ConApp) to distribute federal program funds to school districts in California. Every June, each local educational agency (LEA) submits the spring release of the application to show participation in these programs and ensure compliance with legal requirements. The funding amounts are determined by specific formulas in the program laws. Additionally, data is submitted in January/February each school year to monitor accuracy.

The District agrees to have the use of these funds reviewed or audited according to the CDE's Federal Program Monitoring (FPM) standards. The District also accepts the legal conditions for operating selected projects and programs, with copies of these assurances available on site.

FISCAL IMPACT:

Submission of the application makes the district eligible for federal categorical funds for the 2025-26 fiscal year.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Fiscal Services that the Board of Trustees approve the District's submission of the 2025-2026 Consolidated Application for Funding.

ADDITIONAL MATERIALS:

Attached: [2025-26 Consolidated Application \(6 Pages\)](#)

2025–26 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca24assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Patricia Nunez
Authorized Representative's Signature	
Authorized Representative's Title	Director of Fiscal Services
Authorized Representative's Signature Date	06/18/2025

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2025–26 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Aracely Fox
Authorized Representative's Title	Assistant Superintendent of Educational Services
Authorized Representative's Signature Date	06/10/2025
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

*****Warning*****

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2025–26 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	06/18/2025
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Aracely Fox
Authorized Representative's Title	Assistant Superintendent of Ed Services

*****Warning*****

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2025–26 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
---	-----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

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2025–26 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, English Learner; Title III, Immigrant; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

- Y1: meaningful consultation occurred
- Y2: timely and meaningful consultation did not occur
- Y3: the program design is not equitable with respect to eligible private school children

Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

Add non-attendance area school(s)

The local educational agency is electing to add nonprofit private schools outside of the district's attendance area.

*****Warning*****

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2025–26 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
New Harvest Christian School	7093677	111	N				N
Our Lady of Guadalupe Parish School	6965768	134	Y	Y	Y	Y1	N
Santa Clara Elementary	6965859	251	Y	Y	Y	Y1	N
St. Anthony's Elementary	6984413	190	Y	Y	Y	Y1	N

Warning

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OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: August 20, 2025

Agenda Section: Section C: Consent Agenda

Approval of Resolution No. 25-05 of the Board of Trustees of the Oxnard School District Naming District Representatives (Pifko)

The Education Code established multiple programs to be administered by the Department of General Services (DGS) as staff to the State Allocation Board (SAB). The Oxnard School District (District) intends to file applications for eligibility determination, file applications for funding, and/or certify information under one or more SAB Administered Programs. The attached resolution authorizes the following specific individuals to sign and submit information on behalf of the District:

1. Dr. Ana DeGenna, Superintendent
2. Kristen Pifko, Assistant Superintendent of Business and Fiscal Services
3. Mark Bennett, Director of Facilities

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services that the Board approve Resolution No. 25-05 of the Board of Trustees of the Oxnard School District Naming District Representatives.

ADDITIONAL MATERIALS:

Attached: [Resolution No. 25-05 \(2 pages\)](#)

RESOLUTION NO. 25-05
RESOLUTION OF THE BOARD OF TRUSTEES
OF THE OXNARD SCHOOL DISTRICT
NAMING DISTRICT REPRESENTATIVES

WHEREAS, the Education Code established multiple programs to be administered by the Department of General Services (DGS) as staff to the State Allocation Board (SAB); and

WHEREAS, the Oxnard School District intends to file applications for eligibility determination, file applications for funding, and/or certify information under one or more SAB-Administered Program(s); and

WHEREAS, the Oxnard School District intends to file applications for eligibility determination and/or applications for funding under the School Facility Program as provided in Section 17070.10, et seq., of the Education Code; and

WHEREAS, the Oxnard School District intends to file applications for funding under the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facility Grant Program as provided in Section 17375, et. seq., of the Education Code; and

WHEREAS, the Oxnard School District intends to make the annual certification for the Unused Sites Program as provided in Section 17219, et. seq., of the Education Code; and

WHEREAS, the SAB and DGS require a school district's Board of Education to authorize specific individuals to sign and submit information on behalf of a school district; and

WHEREAS, the Oxnard School District understands that the signing and submittal of forms on behalf of the school district commits the school district to comply with program requirements.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Oxnard School District Board of Education authorizes the individuals identified below to physically sign all documents and papers or submit documents via OPSC Online that are associated with SAB-Administered Program(s). Any previous authorized District Representatives not listed below are to be removed from the list of District Representatives:

1. Dr. Ana DeGenna, Superintendent
2. Kristen Pifko, Assistant Superintendent of Business and Fiscal Services
3. Mark Bennett, Director of Facilities

PASSED AND ADOPTED by the Board of the Oxnard School District on the 20th day of August, 2025.

Veronica Robles-Solis
President of the Board of Trustees of the
Oxnard School District

CLERK’S CERTIFICATE

I, Brian Melanephy, Clerk of the Board of Trustees of the Oxnard School District, hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 25-05 adopted at a regular meeting place thereof on the 20th day of August, 2025, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said Resolution was adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

An agenda of said meeting was posted at least 72 hours before said meeting at Oxnard, California, a location freely accessible to members of the public, and a brief general description of said Resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing Resolution is a full, true and correct copy of the original Resolution adopted at said board meeting and entered in said minutes; and that said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: August 20, 2025

Brian Melanephy
Clerk of the Board of Trustees of the
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: August 20, 2025

Agenda Section: Section C: Consent Agenda

Designation of the Oxnard School District's California Schools Employee Benefits Organization (CSEBO) Representative and Alternate Effective July 1, 2025 (Carroll)

The California Schools Employee Benefits Organization (CSEBO) provides self-insured medical, dental, and vision benefits to Ventura County school employees. As a non-profit entity, CSEBO operates under the same regulations as its member school districts and aims to make affordable healthcare coverage a priority.

CSEBO is not an insurance company; rather, it is a self-insured program created by its member school districts to collectively pool health benefits, reduce rates, and share risk. Insurance claims are administered by Anthem Blue Cross, Kaiser Permanente, Delta Dental, and Vision Service Plan (VSP).

CSEBO is governed by a Board of Directors, consisting of two representatives and two alternates from each member school district. The Board meets bi-monthly at the Ventura County Office of Education to oversee operations, approve the budget, renewal rates, premiums, plan offerings, and expenditures.

The CSEBO Representative and Alternate Designee form is being presented to designate Dr. Scott Carroll, Assistant Superintendent, Human Resources and Joanna Pelino, School Psychologist, as Representatives to the CSEBO Board and Kristen Pifko, Assistant Superintendent, Business & Fiscal Services, and Tiffany Grande, School Psychologist, as Alternates.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the designations to the CSEBO Board as outlined above, via execution of the attached form.

ADDITIONAL MATERIALS:

Attached: [CSEBO Reps Designation Form \(1 page\)](#)



California Schools Employee Benefits Organization

The Governing Board of OSD hereby Designates the following as its Representatives and Alternate Representatives to the Board of Directors of the California Schools Employee Benefits Organization (CSEBO).
Effective Date 7/1/2025

REPRESENTATIVE

Name Joanna Pelino and
Title OSD OSSA Representative
Address 2501 Carob St.
City Oxnard Zip Code 93035
Phone # 818-521-7381
FAX # 805-984-5494
Email jpelino@oxnardsd.org

ALTERNATE

Name Tiffany Grande
Title OSD OSSA Representative
Address 647 West Hill St.
City Oxnard Zip Code 93033
Phone 805-727-1985
FAX # 805-487-7159
Email tgrande@oxnardsd.org

REPRESENTATIVE

Name Dr. Scott Carroll and
Title Assistant Superintendent, HR
Address 1051 S. A Street
City Oxnard Zip Code 93030
Phone # 805-385-1501 ext. 2050
FAX # _____
Email scarroll@oxnardsd.org

ALTERNATE

Name Kristen Pifko
Title Assistant Superintendent, Business & Fiscal
Address 1051 S. A Street
City Oxnard Zip Code 93030
Phone 805-385-1501 ext. 2401
FAX # _____
Email kpifko@oxnardsd.org

The "REPS" are authorized to and shall act as the District's agents in all matters related to CSEBO business

President Signature, Governing Board Date

Superintendent Signature Date

Joanna Pelino 6/16/25
Representative Signature Date

Tiffany Grande 6/16/25
Alternate Signature Date

Dr. Scott Carroll 7/7/25
Representative Signature Date

Kristen Pifko 7/2/2025
Alternate Signature Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 20, 2025

Agenda Section: Section C: Consent Agenda

Enrollment Report (Pifko/Núñez)

District enrollment as of April 30, 2025, was 12,980. This is 556 less than the same time last year.

District enrollment as of May 30, 2025, was 12,986. This is 545 less than the same time last year.

District enrollment as of June 18, 2025, was 12,983. This is 546 less than the same time last year.

FISCAL IMPACT:

N/A

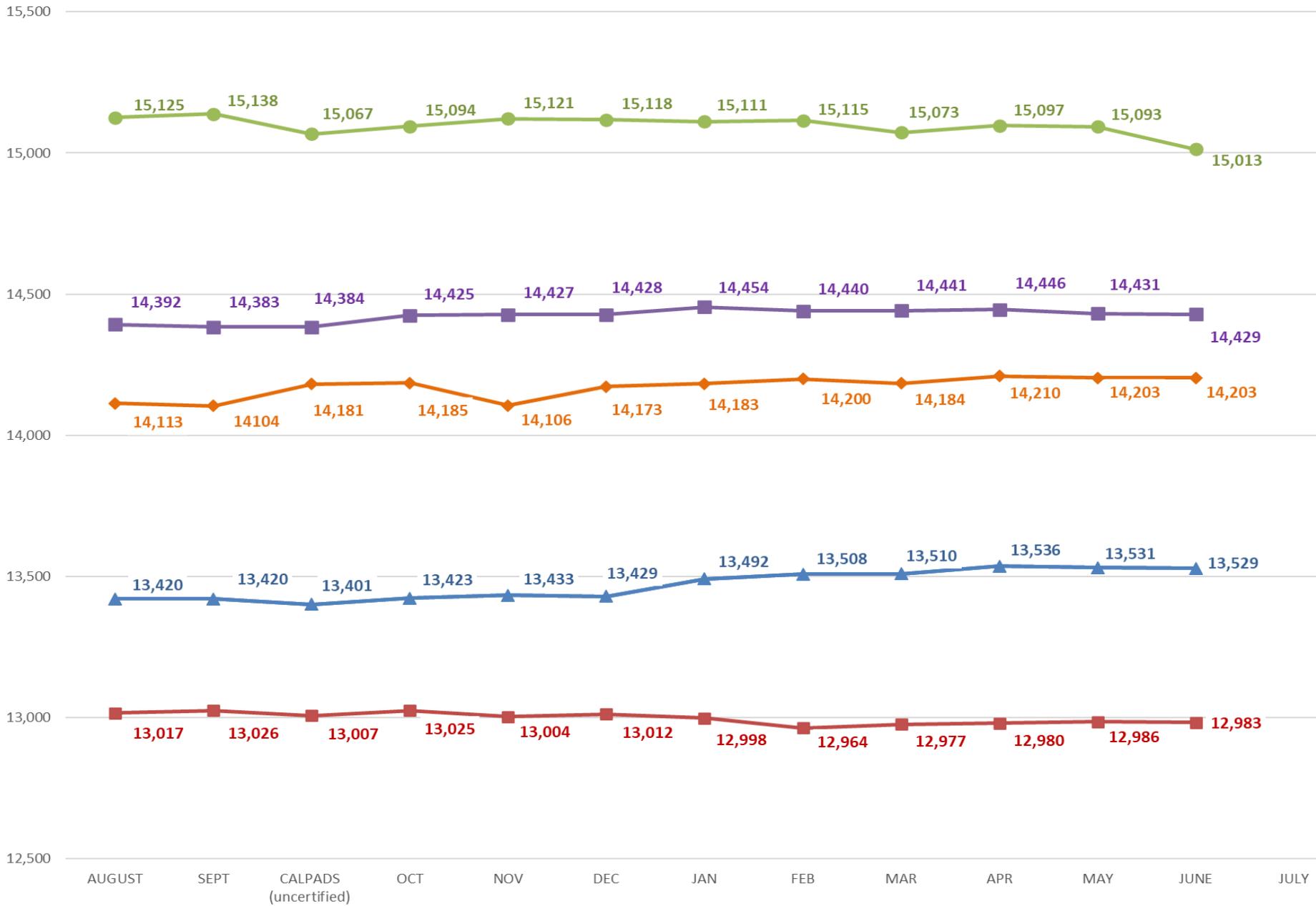
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

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

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



● 2020-21 Actual
 ■ 2021-22 Actual
 ◆ 2022-23 Actual
 ▲ 2023-24 Actual
 ■ 2024-25 Actual

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: August 20, 2025

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #25-01 (Pifko/Reyes)

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

- A listing of Purchase orders issued 6/02/2025 through 8/04/2025 for the 2024-2025 and 2025-2026 school years, for \$62,457,719.54.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing, that the Board of Trustees approve Purchase Order/Draft Payment Report #25-01 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #25-01 \(56 Pages\)](#)

Includes Purchase Orders dated 06/02/2025 - 08/04/2025

PO Number	Vendor Name	Location	Description	
010-3901 OTHER BENEFITS, CERTIFICATED				
P26-00393	PARS	Budget & Finance	FY2025-26 2 of 5 PARS Annual Payment	1,123,328.10
Total:010-3901 OTHER BENEFITS, CERTIFICATED				1,123,328.10
010-3902 OTHER BENEFITS, CLASSIFIED				
				260,132.14
Total:010-3902 OTHER BENEFITS, CLASSIFIED				260,132.14
010-4100 TEXTBOOKS				
P25-05709	Learning Without Tears	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	276.13
P26-00496	Cengage Learning, Inc	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	3,831.50
P26-00540	Cengage Learning, Inc	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	4,257.23
P26-00541	Houghton Mifflin Harcourt	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	7,505.48
P26-01092	Houghton Mifflin Harcourt	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	7,239.78
P26-01094	MCGRAW HILL EDUCATION, INC	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	2,199.21
Total:010-4100 TEXTBOOKS				25,309.33
010-4200 BOOKS OTHER THAN TEXTBOOKS				
P25-05682	BARNES AND NOBLE BOOKSELLERS, INC.	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPL (Books)	174.56
P25-05835	Amazon Com	Superintendent	LCAP_5.03 Book Order	1,336.63
P26-00125	Amazon Com	SchPerformance & StudOutcomes	LCAP_3.17 Books Orenda	253.02
P26-00126	Amazon Com	SchPerformance & StudOutcomes	LCAP_5.06 Books NTI	818.20
P26-00405	Barnes And Noble	Enrichment & Special Programs	LCAP_2.19 MATL-SUPL/ELOP	5,000.00
P26-00551	LA LIBRERIA INC	Teaching & Learning	LCAP_1.06 BOOKS OTHER THAN TEXTBOOKS_6TH GR.	6,201.00
P26-00706	BARNES AND NOBLE BOOKSELLERS, INC.	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPL	1,833.22
P26-00719	Learning Without Tears	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	13,991.59
Total:010-4200 BOOKS OTHER THAN TEXTBOOKS				29,608.22
010-4300 MATERIALS AND SUPPLIES				
P25-05671	Ashton Awards Inc Aswell Troph y	Kamala School	LCAP_3.38 MATL-SUPL	35.92
P25-05672	Amazon Com	Enrichment & Special Programs	LCAP_2.18_Math counting units	2,881.89
P25-05673	Amazon Com	Enrichment & Special Programs	LCAP_2.18_Math counting units	6,741.13
P25-05679	CARNITAS EL BROTHER INC	McKinna School	LCAP_3.38-matl/sup-instructional	1,114.35

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Includes Purchase Orders dated 06/02/2025 - 08/04/2025

PO Number	Vendor Name	Location	Description	
P25-05680	CARNITAS EL BROTHER INC	McKinna School	LCAP_3.38-matl/sup-instructional	1,289.15
P25-05684	Walmart	San Miguel School	LCAP_2.05 Materials & Supplies	499.49
P25-05685	Spicers Paper Inc	Graphics	Materials and Supplies	6,303.67
P25-05686	CANON U.S.A., INC.	Graphics	Materials and Supplies	368.38
P25-05688	EL POLLO NORTENO INC	Elm School	LCAP_3.38 MATL/SUPP	208.00
P25-05689	Ashton Awards Inc Aswell Troph y	Lemonwood School	LCAP_3.38 MATL/SUP Inst. Promotion	664.31
P25-05690	Ashton Awards Inc Aswell Troph y	McKinna School	LCAP_3.38-Matl/sup-instrucitonal	339.49
P25-05691	Amazon Com	Marshall School	LCAP_3.38 MATERIALS AND SUPPLIES	1,129.46
P25-05692	GYROMANIA, LLC	Equity, Family, Cmty Engmt	LCAP_4.01 MATERIALS & SUPPLIES (Refreshments)	808.45
P25-05694	Lakeshore Learning Materials	San Miguel School	LCAP_2.05 Materials & Supplies	42.57
P25-05695	Lakeshore Learning Materials	Elm School	LCAP_3.38 MATL/SUPP	355.01
P25-05696	Lakeshore Learning Materials	Lopez Academy	LCAP_3.38 MATL/SUPL (INST)	163.84
P25-05697	Lakeshore Learning Materials	Marina West School	LCAP_3.38 MATL-SUPL/INST	92.83
P25-05700	Ashton Awards Inc Aswell Troph y	Frank School	LCAP_3.38_(Mat-Sup) Aswell - Lost Boyz/Bellez	955.94
P25-05701	Ashton Awards Inc Aswell Troph y	Rose Avenue School	LCAP_3.38_MATERIALS/SUPPLIES (Instructional)	398.11
P25-05703	Lowe's	Ritchen School	LCAP_3.38 MATL/SUP-Instructional	140.93
P25-05704	ODP BUSINESS SOLUTIONS, LLC	SchPerformance & StudOutcomes	matl/supplies_Title I_OLG	12,071.85
P25-05707	Home Depot Inc	Ritchen School	LCAP_3.38 MATL/SUP -Instructional	474.15
P25-05710	Koolmex Cj's BBQ	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPPL (Refreshments)	1,375.09
P25-05711	Lowe's	San Miguel School	LCAP_2.05 Materials & Supplies	100.00
P25-05713	Petroleum Telcom Inc DBA Telecom	Special Education	L CAP_2.05- Material/Sup(TLC Walkies)	949.05
P25-05715	Lakeshore Learning Materials	Marina West School	LCAP_3.38 MATL-SUPL/INST	3,852.72
P25-05718	BlueTriton Brands Inc. ReadyRefresh	Special Education	LCAP_2.05 MATL/SUP- SPED WATER DELV	169.94
				13.76
P25-05719	Franklin Covey	Special Education	LCAP_2.05- MATERIAL/SUPP	56,971.08
P25-05720	ODP BUSINESS SOLUTIONS, LLC	Lopez Academy	LCAP_3.38 MATL/SUPL (INST)	1,261.70
P25-05722	Best Buy	Enrichment & Special Programs	LCAP_2.19 MATL-SUPL/ELOP	2,873.81
P25-05728	SCHOLASTIC-BOOK FAIRS	Lemonwood School	LCAP_3.38 Bookfair	4,913.45
P25-05729	SHUTTERFLY LIFETOUCH ACCOUNTS RECEIVABLE	Lemonwood School	LCAP_3.38 MATL/SUP Inst.	2,271.09
P25-05735	Ashton Awards Inc Aswell Troph y	Chavez School	LCAP_3.38_MTLS/SUPL-INSTR	76.48
P25-05737	Lego Education	ELOP	LCAP_2.19 Mtrl/Sup	69,474.31
P25-05738	Uline	Warehouse	Warehouse Supplies	607.36
P25-05746	Amazon Com	Brekke School	LCAP_3.38 Materials and Supplies	203.89
P25-05747	Amazon Com	Brekke School	LCAP_3.38 MAterials and Supplies	254.91
P25-05748	Amazon Com	Brekke School	LCAP_3.38 Materials and Supplies	187.19

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PO Number	Vendor Name	Location	Description	
P25-05758	Franklin Covey	Enrichment & Special Programs	LCAP_2.18 Subscription & Matrl	20,959.18
P25-05759	Astra Backflow Inc.	Facilities	LCAP_2.34_Plumbing Equipment / Soria	84.43
P25-05767	SURFSIDE SOFTEE INC dba. MISTE R SOFTEE OF SO. CAL.	Chavez School	LCAP_3.38 MTLs/SUPL (INSTR)	632.43
P25-05778	West Music Company Inc	Soria School	LCAP_3.38 Matls. & Supplies	59.86
P25-05781	Uline	Enrichment & Special Programs	LCAP_2.19 MTLs/SUP	742.91
P25-05784	PROSOURCE TEXTILE AND SUPPLY L LC	Purchasing	MTLS/SUP (FACILITES & DO - WINDOW COVERINGS)	500.12
P25-05785	Ashton Awards Inc Aswell Troph y	Chavez School	LCAP_3.38 MTLs/SUPL-INSTR	958.86
P25-05788	BOWLERO OXNARD	Chavez School	LCAP_3.38_ MTLs/SUPL-INSTR	3,066.56
P25-05790	Affordable Tables And Chairs	Human Resources	LCAP_5.25 MATL/SUPP	198.00
P25-05791	Ashton Awards Inc Aswell Troph y	Sierra Linda School	LCAP_3.38 MATL/SUP-Ins - Aswell Medals	314.64
P25-05793	IMAGINE LEARNING LLC	Enrichment & Special Programs	LCAP_2.18 Summer Matrl/Supply	34,838.74
P25-05802	Ashton Awards Inc Aswell Troph y	Warehouse	MATL/SUP	92.60
P25-05808	Ashton Awards Inc Aswell Troph y	Marshall School	LCAP_3.38 MATL/SUP (BATTLE OF THE BOOKS)	140.28
P25-05812	Lifetouch	Curren School	LCAP_3.38 Materials and Supplies Inst	4,736.54
P25-05816	SURFSIDE SOFTEE INC dba. MISTE R SOFTEE OF SO. CAL.	Enrichment & Special Programs	LCAP_2.19 Service	4,717.42
P25-05821	VENTURA SIGNS& SCREEN PRINTING	Marshall School	LCAP_3.38	293.34
P25-05825	Ashton Awards Inc Aswell Troph y	Kamala School	LCAP_3.38 MATL/SUPPLY	1,337.88
P25-05828	Amazon Com	Superintendent	LCAP_5.03 MATL/SUP	1,077.50
P25-05834	Petroleum Telcom Inc DBA Telec om	Superintendent	LCAP_5.03 MAT/SUP	40.15
P25-05836	Ashton Awards Inc Aswell Troph y	Driffill School	LCAP_3.38 MTLs/SUP	107.76
P25-05838	Natl School Public Relations	Enrichment & Special Programs	LCAP_5.34	198.00
P25-05854	Maad Graphics	Chavez School	LCAP_3.38 MATL/SUPP (INST)	218.50
P26-00081	AC Supply Co	Enrichment & Special Programs	LCAP_2.18 MAT/SUPP	602.34
P26-00119	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	310.06
P26-00120	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	258.89
P26-00121	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	218.02
P26-00122	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	250.60
P26-00123	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	638.31
P26-00124	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	88.27
P26-00127	Amazon Com	SchPerformance & StudOutcomes	LCAP_5.06 mat/supp NTI	253.66
P26-00128	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	183.03
P26-00129	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	117.94

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PO Number	Vendor Name	Location	Description	
P26-00130	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	194.03
P26-00131	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP	583.72
P26-00132	Amazon Com	Enrichment & Special Programs	LCAP_2.18 rsg summer MATL/SUPL	1,500.88
P26-00133	Amazon Com	Enrichment & Special Programs	LCAP_2.18 rsg summer MATL/SUPL	814.13
P26-00134	Amazon Com	Math and PE Programs	LCAP_3.41 Mat/sup for Math Dept.	143.88
P26-00135	Amazon Com	Math and PE Programs	LCAP_3.41 Mat/sup for Math Dept.	40.68
P26-00136	Amazon Com	Math and PE Programs	LCAP_3.41 Mat/sup for Math Dept.	147.45
P26-00137	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP	187.30
P26-00138	Amazon Com	SchPerformance & StudOutcomes	LCAP_5.06 Matl-Sup/ NTI	188.37
P26-00139	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	1,914.57
P26-00140	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP	37.13
P26-00141	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	1,470.58
P26-00142	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP	176.45
P26-00143	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	165.71
P26-00144	Amazon Com	Rose Avenue School	LCAP_3.38 MATL/SUPP (INST)	1,770.86
P26-00145	ODP BUSINESS SOLUTIONS, LLC	Risk Management	Materials and Supplies	5,000.00
P26-00146	ODP BUSINESS SOLUTIONS, LLC	Special Education	LCAP_2.05 MAT/SUPPLIES	55,000.00
P26-00147	ODP BUSINESS SOLUTIONS, LLC	Fremont School	LCAP_3.38 MATL/SUPP	6,000.00
P26-00148	ODP BUSINESS SOLUTIONS, LLC	Math and PE Programs	LCAP_3.41 MATL/SUPP	2,000.00
P26-00149	ODP BUSINESS SOLUTIONS, LLC	SchPerformance & StudOutcomes	LCAP_3.33 MATL/SUPP	1,000.00
P26-00150	ODP BUSINESS SOLUTIONS, LLC	SchPerformance & StudOutcomes	Matl/Supl - Office online	1,000.00
P26-00151	ODP BUSINESS SOLUTIONS, LLC	Business Services	MATLS/SUPP	2,500.00
P26-00152	ODP BUSINESS SOLUTIONS, LLC	Enrichment & Special Programs	LCAP_2.19 MATL-SUPL/ELOP	50,000.00
P26-00153	ODP BUSINESS SOLUTIONS, LLC	Educational Services	Unrestricted_MTLS/SUP_Ed Services	5,000.00
P26-00154	ODP BUSINESS SOLUTIONS, LLC	Enrichment & Special Programs	LCAP_2.18 MATL-SUPL/ELOP	20,000.00
P26-00155	ODP BUSINESS SOLUTIONS, LLC	Enrollment Center	LCAP_4.04 MATL/SUPP	4,000.00
P26-00156	ODP BUSINESS SOLUTIONS, LLC	Lopez Academy	LCAP_3.38 MATL/SUPP	6,500.00
P26-00157	ODP BUSINESS SOLUTIONS, LLC	Lemonwood School	LCAP_3.38 MATL/SUPP	15,000.00
P26-00161	AMERICAN FLAGPOLE & FLAG CO.	Facilities	LCAP_2.34 Maintenance Materials & Supplies	500.00
P26-00168	California Quality Plastics	Facilities	LCAP_2.34 Maintenance Materials & Supplies	500.00
P26-00169	CB ACOUSTICAL	Facilities	LCAP_2.34 Maintenance Materials & Supplies	500.00

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PO Number	Vendor Name	Location	Description	
P26-00171	Extreme Clean	Facilities	LCAP_2.34 Custodial Materials & Supplies	500.00
P26-00172	Gold Coast Steel & Supply Inc	Facilities	LCAP_2.34 Maintenance Materials & Supplies	500.00
P26-00173	Hardnox Llc	Facilities	LCAP_2.34 Maintenance Materials & Supplies	500.00
P26-00176	JuengermannInc dba Spring Industries	Facilities	LCAP_2.34 Maintenance Materials & Supplies	500.00
P26-00179	QUINN COMPANY	Facilities	LCAP_2.34 Custodial Materials & Supplies	500.00
P26-00181	Shiffler Equipment	Facilities	LCAP_2.34 Custodial Materials & Supplies	500.00
P26-00182	VENTURA STEEL INC	Facilities	LCAP_2.34 Grounds Materials & Supplies	500.00
P26-00210	FASTENAL COMPANY	Facilities	LCAP_2.34 Maintenance Materials & Supplies	500.00
P26-00216	Palm Flex Inc	Facilities	LCAP_2.34 Grounds Materials & Supplies	500.00
P26-00217	Plastic Window Products	Facilities	LCAP_2.34 Maintenance Materials & Supplies	500.00
P26-00224	Batteries Plus	Facilities	LCAP_2.34 Custodial Materials & Supplies	2,000.00
P26-00226	California Hose, Inc.	Facilities	LCAP_2.34 Grounds Materials & Supplies	1,000.00
P26-00229	Coast To Coast Computer Prod	Facilities	LCAP_2.34 Facilities Materials & Supplies	2,000.00
P26-00234	DRIVESHAFTPRO	Facilities	LCAP_2.34 Grounds Materials & Supplies	1,000.00
P26-00247	Intelliccept	Facilities	LCAP_2.34 Maintenance Materials & Supplies	1,500.00
P26-00259	Parts Town, LLC	Facilities	LCAP_2.34 Maintenance Materials & Supplies	5,000.00
P26-00267	Sinclair Sanitary Supply Inc	Facilities	LCAP_2.34 Custodial Materials & Supplies	9,000.00
P26-00271	Superior Sanitary Supplies	Facilities	LCAP_2.34 Custodial Materials & Supplies	40,000.00
P26-00276	Target Specialty Products	Facilities	LCAP_2.34 Grounds Materials & Supplies	5,000.00
P26-00287	VENTURA STEEL INC	Facilities	LCAP_2.34 Maintenance Materials and Supplies	2,000.00
P26-00288	VER SALES, INC	Facilities	LCAP_2.34 Maintenance Materials & Supplies	2,000.00
P26-00289	Vogue Sign Company	Facilities	LCAP_2.34 Maintenance Materials & Supplies	5,000.00
P26-00296	Bird Barrier America Inc	Facilities	LCAP_2.34 Grounds Materials & Supplies	2,000.00
P26-00304	Conejo Concrete Pumping Serv	Facilities	LCAP_2.34 Grounds Materials & Supplies	3,000.00

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PO Number	Vendor Name	Location	Description	
P26-00323	Fence Factory	Facilities	LCAP_2.34 Grounds Materials & Supplies	10,000.00
P26-00332	Grainger Inc	Facilities	LCAP_2.34 Custodial Materials & Supplies	2,000.00
P26-00335	Hagle Lumber	Facilities	LCAP_2.34 Grounds Materials & Supplies	3,000.00
P26-00338	Home Depot Inc	Facilities	LCAP_2.34 Custodial Materials & Supplies	2,000.00
P26-00351	LAWSON PRODUCTS INC	Facilities	LCAP_2.34 Grounds Materials & Supplies	2,000.00
P26-00353	Lowe's	Facilities	LCAP_2.34 Maintenance Misc. Materials & Supplies	8,000.00
P26-00357	MORNING STAR WORK & SAFETY MORNING STAR SAFETY	Facilities	LCAP_2.34 Grounds Materials & Supplies	1,000.00
P26-00360	ODP BUSINESS SOLUTIONS, LLC	Facilities	LCAP_2.34 Office Materials and Supplies	15,000.00
P26-00363	Paul Moore dba/ Moore Fabricat ion	Facilities	LCAP_2.34 Maintenance Materials & Supplies	4,000.00
P26-00369	RUBBER NECK SIGNS	Facilities	LCAP_2.34 Maintenance Materials & Supplies	2,000.00
P26-00371	SCOTT MACHINE DEV CORP	Facilities	LCAP_2.34 Maintenance Materials & Supplies	1,000.00
P26-00373	SiteOne Landscape Supply, LLC	Facilities	LCAP_2.34 Grounds Materials & Supplies	7,000.00
P26-00378	State Ready Mix Inc	Facilities	LCAP_2.34 Grounds Materials & Supplies	2,000.00
P26-00381	Traffic Technologies, LLC Tota l Signs & Screen Printing	Facilities	LCAP_2.34 Maintenance Materials & Supplies	5,000.00
P26-00384	Univar	Facilities	LCAP_2.34 Grounds Materials & Supplies	7,000.00
P26-00391	Zee Service Co	Facilities	LCAP_2.34 Facilities Materials & Supplies	2,000.00
P26-00394	ODP BUSINESS SOLUTIONS, LLC	Frank School	LCAP_3.38 MATL/SUPP	3,500.00
P26-00395	ODP BUSINESS SOLUTIONS, LLC	Information Technology	LCAP_5.39 MATL SUP IT DEPT	5,000.00
P26-00397	ODP BUSINESS SOLUTIONS, LLC	Personnel Commission	mat/supplies - Personel Commission	5,000.00
P26-00398	ODP BUSINESS SOLUTIONS, LLC	Marina West School	LCAP_3.38 MATL/SUPP (ADMN)	2,500.00
P26-00399	Urbane Cafe Alex Bello-Mgr	Special Education	LCAP_2.05 Materials/Supplies	2,500.00
P26-00400	Aswell Trophy And Engraving	Special Education	LCAP_2.05 Materials/Supplies	2,000.00
P26-00401	Coast To Coast Computer Prod	Fremont School	LCAP_3.38 MATL/SUPP	4,500.00
P26-00402	Ashton Awards Inc Aswell Troph y	Math and PE Programs	LCAP_3.41 MATL/SUPP (Math Awards)	1,000.00
P26-00403	PANERA BREAD COMPANY PANERA LL C	SchPerformance & StudOutcomes	Mat-supp/Food PD	1,500.00
P26-00404	Aswell Trophy And Engraving	Enrichment & Special Programs	LCAP_2.19 MATL-SUPL/ELOP	1,000.00

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PO Number	Vendor Name	Location	Description	
P26-00407	TOM HENSON HENSON MUSIC CENTER	Enrichment & Special Programs	LCAP_2.19 MATL/SUP LCAP	2,000.00
P26-00408	Urbane Cafe Alex Bello-Mgr	Educational Services	LCAP_3.05 MTLs/SUP	6,000.00
P26-00409	EL POLLO NORTENO INC	Educational Services	LCAP_3.05 MTLs/SUP	2,000.00
P26-00410	PANERA BREAD COMPANY PANERA LL C	Educational Services	Unrestricted_MTLs/SUP	3,000.00
P26-00413	Meredith Digital, Inc	Lopez Academy	LCAP_3.38 MATL/SUPPL (INST)	5,000.00
P26-00414	Petroleum Telcom Inc DBA Telecom	Lopez Academy	LCAP_3.38 MATL/SUPP	1,000.00
P26-00415	CULLIGAN OF VENTURA COUNTY	Lopez Academy	LCAP_3.38 MATL/SUPPL (INST)	2,280.00
P26-00417	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Special Education	LCAP_2.05 Material/Supply	40,000.00
P26-00418	OLD NEW YORK BAGEL & DELI CO I NC.	Special Education	LCAP_2.05 Trainings for school year 2025-2026	20,000.00
P26-00419	COSTCO WHOLESALE CORPORATION	Special Education	LCAP_2.05 Supplies for meetings & trainings	10,000.00
P26-00420	SMART AND FINAL-C.I. BLVD	Special Education	LCAP_2.05 Supplies for meetings & trainings	6,000.00
P26-00421	Smart And Final Iris Co	Fremont School	LCAP_3.38 MATL/SUPP	1,000.00
P26-00422	SMART AND FINAL-C.I. BLVD	Risk Management	Materials and Supplies	500.00
P26-00423	BlueTriton Brands Inc. ReadyRe fresh	Special Education	LCAP_2.05 MATL/SUP- SPED WATER DELV	6,000.00
P26-00424	COSTCO WHOLESALE CORPORATION	Frank School	LCAP_3.38 MATL/SUPP	3,000.00
P26-00425	SMART AND FINAL-C.I. BLVD	Frank School	LCAP_3.38 MATL/SUPP	3,000.00
P26-00426	Walmart	Frank School	LCAP_3.38 MATL/SUPP	800.00
P26-00427	COSTCO WHOLESALE CORPORATION	Math and PE Programs	LCAP_3.41 Materials PD & parent meetings	2,000.00
P26-00428	COSTCO WHOLESALE CORPORATION	Business Services	MATL/SUPP	500.00
P26-00429	Smart And Final Iris Co-N. Ox. Blvd	Business Services	MATL/SUPP	500.00
P26-00430	SMART AND FINAL-C.I. BLVD	SchPerformance & StudOutcomes	LCAP_3.17 mat/sup PD Snacks	5,000.00
P26-00431	Tom Rey Garcia dba/ Tomas Cafe & Gallery	SchPerformance & StudOutcomes	LCAP_3.17 MATL-SUPL/Food PD	2,500.00
P26-00432	Blick Art Materials	Enrichment & Special Programs	LCAP_2.19 MATL-SUPL/ELOP	8,000.00
P26-00433	COSTCO WHOLESALE CORPORATION	Enrichment & Special Programs	LCAP_2.19 MATL-SUPL/ELOP	6,000.00
P26-00434	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Enrichment & Special Programs	LCAP_2,19 MAT/SUP ELOP	1,000.00
P26-00435	SMART AND FINAL-C.I. BLVD	Enrichment & Special Programs	LCAP_2.19 MATL-SUPL/ELOP	2,000.00
P26-00436	Walmart	Enrichment & Special Programs	LCAP_2.19 MATL-SUPL/ELOP	8,000.00

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PO Number	Vendor Name	Location	Description	
P26-00437	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Educational Services	LCAP_3.05 MTLS/SUP	15,000.00
P26-00438	COSTCO WHOLESALE CORPORATION	Educational Services	Unrestricted_MTLS/SUP	3,000.00
P26-00439	Smart And Final Iris Co-N. Ox. Blvd	Educational Services	Unrestricted_MTLS/SUP	5,000.00
P26-00440	VALLARTA SUPERMARKETS	Educational Services	Unrestricted_MTLS/SUP	500.00
P26-00441	GYROMANIA, LLC	Educational Services	LCAP_3.05 MTLS/SUP	6,000.00
P26-00442	Arrowhead Drinking Water	Educational Services	Unrestricted_MTLS/SUP_Ed Services	6,000.00
P26-00446	Home Depot Inc	Information Technology	LCAP_5.39 MAT SUP IT DEPT	1,400.00
P26-00447	VALLARTA SUPERMARKETS	Sierra Linda School	LCAP_3.38 MATL/SUPP (INST)	250.00
P26-00448	Walmart	Sierra Linda School	LCAP_3.38 MATL/SUPP (INST)	1,000.00
P26-00449	COSTCO WHOLESALE CORPORATION	Sierra Linda School	LCAP_3.38 MATL/SUPP (INST)	1,000.00
P26-00450	Smart And Final Iris Co-N. Ox. Blvd	Sierra Linda School	LCAP_3.38 MATL/SUPP (INST)	1,000.00
P26-00451	Smart And Final Iris Co-N. Ox. Blvd	Sierra Linda School	LCAP_3.38 MATL/SUPP (INST)	1,000.00
P26-00452	Smart And Final Iris Co-N. Ox. Blvd	Sierra Linda School	LCAP_3.38 MATL/SUPP (INST) SIP DY 8/15,10/13,10/31	1,000.00
P26-00453	Lowe's	Sierra Linda School	LCAP_3.38 MATL/SUPP (INST)	200.00
P26-00454	Walmart	Frank School	LCAP_3.38 MATL/SUPP	500.00
P26-00455	PIZZAMAN DAN'S	Frank School	LCAP_3.38 MATL/SUPP	1,300.00
P26-00456	JL DOWNTOWN CAFE	Educational Services	LCAP_3.05 MTLS/SUP	5,000.00
P26-00457	Tradewinds Cafe & Bar, Inc.	Educational Services	LCAP_3.05 MTLS/SUP	5,000.00
P26-00490	GOBULK.COM	Kamala School	LCAP_3.38 MATL/SUPP (INST)	584.39
P26-00493	Uline	Business Services	LCAP_5.36 MATLS/SUP CBO	305.83
P26-00498	Lakeshore Learning Materials	Brekke School	LCAP_3.38 MATL/SUPP	350.64
P26-00499	Smart And Final Iris Co	Superintendent	LCAP_5.03 MATL/SUPP	1,000.00
P26-00501	COSTCO WHOLESALE CORPORATION	Superintendent	LCAP_5.03 MATL/SUPP	2,000.00
P26-00502	Einstein Bros. Bagel Manhattan Bagel and Bakery Inc	Superintendent	LCAP_5.03 MATL/SUPP	1,000.00
P26-00503	GYROMANIA, LLC	Superintendent	LCAP_5.03 MATL/SUPP	3,000.00
P26-00504	JL DOWNTOWN CAFE	Superintendent	LCAP_5.03 MATL/SUPP	2,000.00
P26-00505	ODP BUSINESS SOLUTIONS, LLC	Superintendent	LCAP_5.03 MATL/SUPP	6,500.00
P26-00506	Sweet Rose Inc. dba. Oralia's Bakery	Superintendent	LCAP_5.03 MATL/SUPP	2,500.00
P26-00507	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Superintendent	LCAP_5.03 MATL/SUPP	2,500.00
P26-00508	TRADER JOE'S COMPANY	Superintendent	LCAP_5.03 MATL/SUPP	2,000.00

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Includes Purchase Orders dated 06/02/2025 - 08/04/2025

PO Number	Vendor Name	Location	Description	
P26-00509	Tradewinds Cafe & Bar, Inc.	Superintendent	LCAP_5.03 MATL/SUPP	4,500.00
P26-00510	VALLARTA SUPERMARKETS	Superintendent	LCAP_5.03 MATL/SUPP	1,500.00
P26-00511	Walmart	Superintendent	LCAP_5.03 MATL/SUPP	700.00
P26-00513	AMICOLOR INC.	Superintendent	LCAP_5.03 MATL/SUPP	4,000.00
P26-00514	Ashton Awards Inc Aswell Troph y	Superintendent	LCAP_5.03 MATL/SUPP	5,000.00
P26-00515	PEEBEE & JAY PH	Superintendent	LCAP_5.03 MATL/SUPP	1,000.00
P26-00516	STONEFIRE GRILL, 11 INC	Superintendent	LCAP_5.03 MATL/SUPP	4,000.00
P26-00517	Xielo Artisan Desserts	Superintendent	LCAP_5.03 MATL/SUPP	500.00
P26-00518	Urbane Cafe Alex Bello-Mgr	Superintendent	LCAP_5.03 MATL/SUPP	3,700.00
P26-00521	CARNITAS EL BROTHER INC	Lopez Academy	LCAP_3.38 MATL/SUPP (INST)	1,000.00
P26-00522	Uline	Facilities	LCAP_2.34 Grounds Materials and Supplies	500.00
P26-00528	AMERICOVER INC	Facilities	LCAP_2.34 Maintenance Materials and Supplies	500.00
P26-00534	CDW G	Teaching & Learning	LCAP_3.41 MATL/SUPPL	944.28
P26-00539	Twig Education Inc.	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	4,555.73
P26-00545	Rochester 100, Inc	Kamala School	LCAP_3.38 MATL/SUPP (INST)	699.20
P26-00546	Rochester 100, Inc	McAuliffe School	LCAP_3.38 MATL/SUPP (INST)	786.60
P26-00547	Rochester 100, Inc	Marshall School	LCAP_3.38 MATL/SUPP	934.09
P26-00549	Mathletic Performance, Inc.	Enrichment & Special Programs	LCAP_2.18 Summer Mtl/supl	5,045.89
P26-00554	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPP	317.82
P26-00555	Amazon Com	Marshall School	LCAP_3.38 MATL/SUPP	119.85
P26-00556	Varitronics, LLC	Fremont School	LCAP_3.38 MATL/SUPP	1,005.03
P26-00557	Printech	Kamala School	LCAP_3.38 MATL/SUPP	1,105.56
P26-00558	Superior Sanitary Supplies	Kamala School	LCAP_3.38 MATL/SUPP	2,370.57
P26-00559	LORENZO BISLIG dba/ 3RD WORLD UNLTD GRAPHICS	Kamala School	LCAP_3.38 MATL/SUPP	3,758.20
P26-00563	Aswell Trophy And Engraving	Fremont School	LCAP_3.38 MATL/SUPP	726.51
P26-00565	Demco Inc	Fremont School	LCAP_3.38 MATL/SUPP	85.54
P26-00567	CULLIGAN OF VENTURA COUNTY	McKinna School	LCAP_3.38 MATL/SUPP (INST)	630.00
P26-00571	ODP BUSINESS SOLUTIONS, LLC	SchPerformance & StudOutcomes	matl/supp - Department supplies	670.74
P26-00572	Uline	Fremont School	LCAP_3.38 MATL/SUPP	82.19
P26-00573	Walmart	Frank School	LCAP_3.38 MATL/SUPP (Student Incentives)	500.00
P26-00574	ROMU FOODS, INC. DBA. BG'S CAF E	Lopez Academy	LCAP_5.04 MATL/SUPP (INST) SIP Days	900.00
P26-00575	JL DOWNTOWN CAFE	Lopez Academy	LCAP_5.04 MATL/SUPP (INST) SIP Day	900.00
P26-00576	PIZZAMAN DAN'S	Educational Services	LCAP_3.05 MTLs/SUP	2,000.00
P26-00577	ODP BUSINESS SOLUTIONS, LLC	Teaching & Learning	LCAP_3.41 MATL/SUPPL (TOSAs)	10,000.00

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P26-00578	ODP BUSINESS SOLUTIONS, LLC	McKinna School	LCAP_3.38 MATL/SUPP (INST)	7,000.00
P26-00579	ODP BUSINESS SOLUTIONS, LLC	Budget & Finance	MATL/SUPL - ODP Blanket PO	5,500.00
P26-00580	ODP BUSINESS SOLUTIONS, LLC	Warehouse	Supplies	200.00
P26-00581	Grainger Inc	Business Services	LCAP_5.36 MATL/SUPP Ponchos.AllCampusAides	2,054.99
P26-00582	Nick Rail Music	Lopez Academy	LCAP_3.38 Non-Cap Equipment	1,189.73
P26-00584	Tradewinds Cafe & Bar, Inc.	Frank School	LCAP_5.04 MATL/SUPP 8/13/2025 SIP Day	1,311.00
P26-00585	JL DOWNTOWN CAFE	Frank School	LCAP_5.04 MATL/SUPP 8/14/2025 SIP Day	1,311.00
P26-00586	PANERA BREAD COMPANY PANERA LL C	Fremont School	LCAP_5.04 MATL/SUPP (SIP Days)	1,502.36
P26-00587	CORBEN HATCH POSTCARDGURU PRIN T & PROMO	Educational Services	LCAP_5.04 MATL/SUPP (SIP DAY)	9,905.25
P26-00588	CCI Office Technologies	Graphics	Materials and Supplies	779.61
P26-00590	COOLE SCHOOL	McAuliffe School	LCAP_3.38 MATL/SUPP (INST)	1,075.36
P26-00598	CANON U.S.A., INC.	Graphics	Materials and Supplies	3,187.92
P26-00599	ORIENTAL TRADING COMPANY	Enrichment & Special Programs	LCAP_2.18 Mtrl/Sup	3,478.53
P26-00604	CCI Office Technologies	Purchasing	MATL/SUP	2,000.00
P26-00610	Arrowhead Drinking Water	Warehouse	MTLS/SUP	350.00
P26-00611	Petroleum Telcom Inc DBA Telec om	Enrichment & Special Programs	LCAP_2.19 MATL/ ELOP	5,000.00
P26-00613	Home Depot Inc	Curren School	LCAP_3.38 MATL/SUPP (INST)	392.21
P26-00614	Amazon Com	Special Education	LCAP_2.05 Mat/Supp- DHH Program	185.60
P26-00615	Home Depot Inc	Enrichment & Special Programs	LCAP_2.18 Mtr/Sup	174.43
P26-00616	VALLARTA SUPERMARKETS	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPP	500.00
P26-00617	Sweet Rose Inc. dba. Oralia's Bakery	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPP	800.00
P26-00619	Amazon Com	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPL	270.96
P26-00620	Amazon Com	Enrichment & Special Programs	LCAP_2.18 rsg summer MATL/SUPL	84.19
P26-00621	Amazon Com	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPL	201.07
P26-00622	Ashton Awards Inc Aswell Troph y	Educational Services	MTL/SUP Educational Leaders	800.00
P26-00631	Amazon Com	Purchasing	MATL/SUP	1,000.00
P26-00632	COSTCO WHOLESALE CORPORATION	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPP	3,000.00
P26-00633	SMART AND FINAL-C.I. BLVD	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPP	1,500.00
P26-00634	ODP BUSINESS SOLUTIONS, LLC	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPP	2,000.00

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PO Number	Vendor Name	Location	Description	
P26-00635	Walmart	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPP	1,000.00
P26-00636	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPP	7,000.00
P26-00637	GYROMANIA, LLC	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPP	1,000.00
P26-00638	ODP BUSINESS SOLUTIONS, LLC	Purchasing	MATL/SUP	1,500.00
P26-00641	Affordable Tables And Chairs	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPP	12,000.00
P26-00642	Urbane Cafe Alex Bello-Mgr	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPP	2,000.00
P26-00643	Koolmex Cj's BBQ	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPP	2,000.00
P26-00644	CAJUN COUNTRY CAFE	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPP	2,000.00
P26-00646	SMART AND FINAL-C.I. BLVD	Educational Services	MTL/SUP Hospitality Funds	1,000.00
P26-00647	Bernardo's Flowers Inc	Educational Services	MTL Hospitality Funds	2,500.00
P26-00653	BlueTriton Brands Inc. ReadyRe fresh	Human Resources	LCAP_5.25 MTL/SUPP	2,000.00
P26-00654	Tradewinds Cafe & Bar, Inc.	Kamala School	LCAP_5.04 Mat/Sup (SIP Day Breakfast 8/13 & 8/14)	1,802.63
P26-00658	CANON U.S.A., INC.	Graphics	Materials and Supplies	411.77
P26-00660	Grainger Inc	Information Technology	LCAP_5.39 MATL/SUP (IT DEPT)	500.00
P26-00661	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst. - Office	381.87
P26-00664	Jordanos Inc	Enrichment & Special Programs	LCAP_2.19 MATL/SUP	692.60
P26-00671	PANERA BREAD COMPANY PANERA LL C	Lemonwood School	LCAP_3.38 MATL/SUP Inst.	1,500.00
P26-00672	PRESTO PASTA	Lemonwood School	LCAP_3.38 MATL/SUP INST - ADMIN	1,000.00
P26-00674	Urbane Cafe Alex Bello-Mgr	Pupil Services	LCAP_2.17 MATL/SUPL	1,000.00
P26-00677	COSTCO WHOLESALE CORPORATION	Pupil Services	LCAP_4.09 MAT/SUP Parent Workshops	500.00
P26-00678	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Pupil Services	LCAP_3.19	12,000.00
P26-00679	COSTCO WHOLESALE CORPORATION	Lemonwood School	LCAP_3.38 MATL/SUP Inst.	1,500.00
P26-00680	Walmart	Lemonwood School	LCAP_3.38 MATL/SUP INST	1,500.00
P26-00681	SMART AND FINAL-C.I. BLVD	Lemonwood School	LCAP_3.38 MATL/SUP INST	1,000.00
P26-00690	ODP BUSINESS SOLUTIONS, LLC	Pupil Services	LCAP_2.17 MAT/SUP	500.00
P26-00691	ODP BUSINESS SOLUTIONS, LLC	Pupil Services	LCAP_5.31 MAT/SUP	1,000.00
P26-00692	ODP BUSINESS SOLUTIONS, LLC	Pupil Services	LCAP_2.05 MAT/SUP	2,000.00
P26-00693	Home Depot Inc	Pupil Services	LCAP_2.05	616.23
P26-00694	Thrive International LLC dba: Bright Futures Counseling	Pupil Services	LCAP_2.08	4,501.05

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P26-00696	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	Equity, Family, Cmty Engmt	LCAP_4.03 MATL/SUPP	1,547.73
P26-00698	Lowe's	Facilities	LCAP_2.34 Custodial Materials and Supplies	2,000.00
P26-00699	Amazon Com	Educational Services	LCAP_5.04 MTL/SUP (SIP Days)	687.69
P26-00700	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst. - 2025-2026 Writing Supp	1,469.19
P26-00701	Amazon Com	Facilities	LCAP_2.34 Grounds Materials and Supplies	2,499.19
P26-00702	Amazon Com	Facilities	LCAP_2.34 Grounds Materials and Supplies	278.76
P26-00704	WSBH ENTERPRISES INC DOMINICK' S ITALIAN RESTAURANT	Human Resources	LCAP_1.15 MATL/SUPPL	2,000.00
P26-00716	B & H Foto & Electronics Corp	Information Technology	LCAP_5.39 ITS MAT/SUP	452.05
P26-00722	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Teaching & Learning	LCAP_3.41 MATL/SUPPL	5,000.00
P26-00723	COSTCO WHOLESALE CORPORATION	Teaching & Learning	LCAP_3.41 MATL/SUPPL	2,500.00
P26-00724	PIZZAMAN DAN'S	Teaching & Learning	LCAP_3.41 MATL/SUPPL	500.00
P26-00725	SMART AND FINAL-C.I. BLVD	Teaching & Learning	LCAP_3.41 MATL/SUPPL	2,000.00
P26-00726	ZIXTA ENTERPRISES INC VALLARTA SUPERMARKETS	Teaching & Learning	LCAP_3.41 MATL/SUPPL	500.00
P26-00727	WIDMORE MANAGEMENT LLC EL POLL O LOCO	Teaching & Learning	LCAP_3.41 MATL/SUPPL	500.00
P26-00729	Urbane Cafe Alex Bello-Mgr	Teaching & Learning	LCAP_3.41 MATL/SUPPL	1,000.00
P26-00731	ZIXTA ENTERPRISES INC VALLARTA SUPERMARKETS	Human Resources	LCAP_5.25 DEV HUMAN CAP - MATL-SUPL	1,000.00
P26-00732	ZIXTA ENTERPRISES INC VALLARTA SUPERMARKETS	Human Resources	LCAP_5.25 DEV HUMAN CAP - MATL-SUPL	1,500.00
P26-00733	ZIXTA ENTERPRISES INC VALLARTA SUPERMARKETS	Human Resources	LCAP_5.25 DEV HUMAN CAP - MATL-SUPL	1,500.00
P26-00734	ODP BUSINESS SOLUTIONS, LLC	Human Resources	LCAP_5.25 DEV HUMAN CAP - MATL-SUPL	10,000.00
P26-00735	ZIXTA ENTERPRISES INC VALLARTA SUPERMARKETS	Human Resources	LCAP_5.25 DEV HUMAN CAP - MATL-SUPL	1,500.00
P26-00737	Amazon Com	Human Resources	LCAP_5.25 MATL/SUPP	508.01
P26-00738	PANERA BREAD COMPANY PANERA LL C	Human Resources	LCAP_5.25 DEV HUMAN CAP - MATL-SUPL	2,000.00
P26-00739	PANERA BREAD COMPANY PANERA LL C	Human Resources	LCAP_5.25 DEV HUMAN CAP - MATL-SUPL	2,000.00
P26-00740	PANERA BREAD COMPANY PANERA LL C	Human Resources	LCAP_5.25 DEV HUMAN CAP - MATL-SUPL	2,000.00

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PO Number	Vendor Name	Location	Description	
P26-00741	PANERA BREAD COMPANY PANERA LL C	Human Resources	LCAP_5.25 DEV HUMAN CAP - MATL-SUPL	2,000.00
P26-00742	EL POLLO NORTENO INC	Human Resources	LCAP_5.25 DEV HUMAN CAP - MATL-SUPL	2,000.00
P26-00743	EL POLLO NORTENO INC	Human Resources	LCAP_5.25 DEV HUMAN CAP - MATL-SUPL	2,000.00
P26-00744	EL POLLO NORTENO INC	Human Resources	LCAP_5.25 DEV HUMAN CAP - MATL-SUPL	2,000.00
P26-00745	EL POLLO NORTENO INC	Human Resources	LCAP_5.25 DEV HUMAN CAP - MATL-SUPL	2,000.00
P26-00746	PEEBEE & JAY PH	Human Resources	LCAP_5.25 DEV HUMAN CAP - MATL-SUPL	2,000.00
P26-00747	PEEBEE & JAY PH	Human Resources	LCAP_5.25 DEV HUMAN CAP - MATL-SUPL	2,000.00
P26-00748	PEEBEE & JAY PH	Human Resources	LCAP_5.25 DEV HUMAN CAP - MATL-SUPL	2,000.00
P26-00749	PEEBEE & JAY PH	Human Resources	LCAP_5.25 DEV HUMAN CAP - MATL-SUPL	2,000.00
P26-00750	Amazon Com	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPP	82.63
P26-00751	PIZZAMAN DAN'S	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPP	800.00
P26-00752	CORBEN HATCH POSTCARDGURU PRIN T & PROMO	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPP	1,769.63
P26-00764	Amazon Com	Equity, Family, Cmty Engmt	LCAP_4.01 MATL/SUPP	964.10
P26-00765	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Budget & Finance	LCAP_3.04 MATLS/SUPP 8-6-25 SACS workshop	800.00
P26-00767	WAYNE STEVENS IT'S IN THE SAUC E BBQ	Transportation	LCAP_2.30 SUPPL	2,000.00
P26-00768	ODP BUSINESS SOLUTIONS, LLC	Transportation	LCAP_2.30 MATL / SUPPL	15,000.00
P26-00770	CUMMINS PACIFIC, LLC	Transportation	LCAP_2.30 SUPPL/REPRS	3,000.00
P26-00772	DONAHUE TRUCK SALES LLC DONAHU E TRUCK CENTERS	Transportation	LCAP_2.30 SUPPL/REPAIR	4,000.00
P26-00773	Franklin Truck Parts Inc	Transportation	LCAP_2.30 SUPPLY	2,000.00
P26-00774	Gibbs International Trucks	Transportation	LCAP_2.30 MATER/SUPPL	5,000.00
P26-00775	Greg's Petroleum Service, Inc	Transportation	LCAP_2.30 SUPPLY	6,000.00
P26-00776	H&H Auto Parts Wholesale	Transportation	LCAP_2.30 SUPPLY	6,000.00
P26-00778	LAWSON PRODUCTS INC	Transportation	LCAP_2.30 SUPPL	1,200.00
P26-00780	A Z Bus Sales Inc	Transportation	LCAP_2.30 REPP/ SUPPL	50,000.00
P26-00782	Arthur Walker Dubbs Truck Part s LLC	Transportation	LCAP_2.30 MATRL/ SUPPL	6,500.00
P26-00784	HIVIS SUPPLY	Transportation	LCAP_2.30 SUPPL	15,000.00
P26-00785	DURAN TIRE	Transportation	LCAP_2.30 REP / SUPPL	15,000.00
P26-00790	Amazon Com	Information Technology	LCAP_5.39 ITS MAT/SUP	480.01

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P26-00791	Amazon Com	Information Technology	LCAP_5.39 ITS MAT/SUP	838.11
P26-00792	Amazon Com	Information Technology	LCAP_5.39 ITS MAT/SUP	423.71
P26-00793	Spicers Paper Inc	Graphics	Materials and Supplies	11,962.06
P26-00794	CANON U.S.A., INC.	Graphics	Materials and Supplies	730.17
P26-00795	SPIRAL BINDING LLC MYBINDING L LC	Graphics	Materials and Suplies	415.29
P26-00796	CDW G	Information Technology	LCAP_5.39 ITS MAT/SUP	581.21
P26-00797	READING HORIZONS	Special Education	LCAP_2.05 TXTBK & INST MATLS	7,598.16
P26-00801	Walmart	Pupil Services	LCAP_2.31 MAT/SUP	10,000.00
P26-00802	Amazon Com	Math and PE Programs	LCAP_3.41 MATL/SUPP Math program	1,077.30
P26-00803	Gopher Sport	Math and PE Programs	LCAP_3.41 MATL/SUPP (Lopez PE)	2,179.84
P26-00835	CARNITAS EL BROTHER INC	Frank School	LCAP_3.38 MATL/SUPP 8/15/2025 SIP Day	1,048.80
P26-00836	IV CARLOS INC TACOS DON CHENTE	Transportation	LCAP_2.30 SUPPL	1,500.00
P26-00838	O'REILLY AUTOMOTIVE STORES	Transportation	LCAP_2.30 SUPPL	4,000.00
P26-00839	Soap Man	Transportation	LCAP_2.30 MATERL / SUPPL	3,000.00
P26-00840	Silvas Oil Company Inc	Transportation	LCAP_2.30 SUPPL	4,000.00
P26-00842	VENTURA COUNTY AUTO SUPPLY NAP A AUTO PARTS	Transportation	LCAP_2.30 SUPPLY	2,000.00
P26-00843	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Transportation	LCAP_2.30 SUPPL	1,000.00
P26-00845	Parkhouse Tire, Inc	Transportation	LCAP_2.30 REPAIRS/ SUPPL	1,000.00
P26-00847	RPM TOOL GROUP ROB PEREZ SNAPO N TOOLS	Transportation	LCAP_2.30 SUPPL	3,000.00
P26-00848	THE HOSE-MAN	Transportation	LCAP_2.30 SUPPL	4,000.00
P26-00849	Model 1 Commercial Vehicles	Transportation	LCAP_2.30 SUPPL/ REPAIR	25,000.00
P26-00882	Lakeshore Learning Materials	Special Education	LCAP_2.05 Material & Supplies VI Program	3,919.76
P26-00884	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MATL/SUPL	29.25
P26-00885	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Devon V.	418.07
P26-00888	Walmart	Pupil Services	LCAP_2.31 MATL/SUP	2,000.00
P26-00890	Amazon Com	Frank School	LCAP_3.38 (Mat-Sup) Amazon-6th grade	3,934.22
P26-00891	Amazon Com	Frank School	LCAP_3.38 (Mat-Sup) Amazon -6th grade	469.20
P26-00892	Amazon Com	Frank School	LCAP_5.04 MATL/SUPPL SIP Day	300.75
P26-00897	ODP BUSINESS SOLUTIONS, LLC	Special Education	LCAP_2.05 Materials & Supplies for Natalie Gabrie	333.21

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P26-00898	ODP BUSINESS SOLUTIONS, LLC	Special Education	LCAP_2.05 Materials & Supplies Speech @ Harrington	173.92
P26-00900	Amazon Com	Pupil Services	LCAP_2.16	104.92
P26-00901	Amazon Com	Pupil Services	LCAP_4.03	195.51
P26-00902	Amazon Com	Superintendent	LCAP_5.03 MATL/SUP	3,055.49
P26-00907	COSTCO WHOLESALE CORPORATION	Transportation	LCAP_2.30 SUPPL	2,000.00
P26-00908	Grainger Inc	Transportation	LCAP_2.30 SUPPLY	2,000.00
P26-00927	Amazon Com	Facilities	LCAP_2.34 Grounds Materials and Supplies	679.70
P26-00928	Amazon Com	Pupil Services	LCAP_3.20	1,268.58
P26-00929	Amazon Com	Pupil Services	LCAP_3.20	174.67
P26-00930	Amazon Com	Pupil Services	LCAP_3.20	1,268.58
P26-00931	Amazon Com	Pupil Services	LCAP_3.20	174.67
P26-00934	OLD NEW YORK BAGEL & DELI CO I NC.	Lemonwood School	LCAP_3.38 MATL SUP INST.	750.00
P26-00937	CN School & Office Sol, Inc Cui Iver-Newlin	Special Education	LCAP_2.05 Materials/Supp	9,609.76
P26-00938	SMART AND FINAL-C.I. BLVD	Information Technology	LCAP_5.39 ITS MAT/SUP (IT DEPT)	600.00
P26-00939	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Information Technology	LCAP_5.39 ITS MAT/SUP	411.87
P26-00940	Amazon Com	Information Technology	LCAP_5.39 ITS MAT/SUP	965.41
P26-00941	BARNES AND NOBLE BOOKSELLERS, INC.	Human Resources	LCAP_5.25 MATL/SUPP	856.52
P26-00987	WAYNE STEVENS IT'S IN THE SAUC E BBQ	Human Resources	LCAP_5.25 MATL/SUPPL	2,000.00
P26-00988	WAYNE STEVENS IT'S IN THE SAUC E BBQ	Human Resources	LCAP_5.25 MATL/SUPPL	2,000.00
P26-00989	WAYNE STEVENS IT'S IN THE SAUC E BBQ	Human Resources	LCAP_5.25 MATL/SUPPL	2,000.00
P26-00990	WAYNE STEVENS IT'S IN THE SAUC E BBQ	Human Resources	LCAP_5.25 MATL/SUPPL	2,000.00
P26-00992	WSBH ENTERPRISES INC DOMINICK' S ITALIAN RESTAURANT	Human Resources	LCAP_5.25 MATL/SUPPL	2,000.00
P26-00993	WSBH ENTERPRISES INC DOMINICK' S ITALIAN RESTAURANT	Human Resources	LCAP_5.25 MATL/SUPPL	2,000.00
P26-00994	WSBH ENTERPRISES INC DOMINICK' S ITALIAN RESTAURANT	Human Resources	LCAP_5.25 MATL/SUPPL	2,000.00
P26-00995	ZIXTA ENTERPRISES INC VALLARTA SUPERMARKETS	Human Resources	LCAP_5.25 MATL/SUPP	1,500.00
P26-00996	CDW G	Human Resources	LCAP_5.25 MATL/SUPP (Phone headset)	395.27
P26-00997	AMICOLOR INC.	Human Resources	LCAP_5.25 MATL/SUPP	289.66

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PO Number	Vendor Name	Location	Description	
P26-00998	Home Depot Inc	Enrichment & Special Programs	LCAP_2.19 MATL-SUPL/ELOP	500.00
P26-01000	Lakeshore Learning Materials	Enrichment & Special Programs	LCAP_2.19 MATL-SUPL/ELOP	5,000.00
P26-01001	One Stone Apparel	Lemonwood School	LCAP_3.38 MATL/SUP Inst. - PE CLOTHES	4,486.39
P26-01002	EL POLLO NORTENO INC	Lemonwood School	LCAP_3.38 MATL/SUP Inst	1,000.00
P26-01003	SMART AND FINAL-C.I. BLVD	Brekke School	LCAP_3.38 MATL/SUPP	500.00
P26-01005	Amazon Com	Facilities	LCAP_2.34 Maintenance Materials and Supplies	159.53
P26-01007	Hillyard Inc	Facilities	LCAP_2.34 Custodial Materials and Supplies	5,000.00
P26-01011	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Pupil Services	LCAP_2.17	500.00
P26-01012	Amazon Com	Teaching & Learning	LCAP_3.41 Materials & Supplies	3,096.65
P26-01013	Plushy Feely Corp dba. Kimochi s	Teaching & Learning	LCAP_3.41 MATERIALS & SUPPLIES	5,636.24
P26-01014	WestEd	Superintendent	LCAP_3.29 MATL/SUP Future Admin Academy	657.79
P26-01015	Zearn	Math and PE Programs	LCAP_3.41 MATL/SUPP (ZEARN BREKKE)	4,506.75
P26-01016	Zearn	Math and PE Programs	LCAP_3.41 MATL/SUPP (ZEARN CHAVEZ)	3,326.85
P26-01017	Zearn	Math and PE Programs	LCAP_3.41 MATL/SUPP (ZEARN CURREN)	4,428.09
P26-01018	Zearn	Math and PE Programs	LCAP_3.41 MATL/SUPP (ZEARN DRIFFILL)	4,965.60
P26-01019	Zearn	Math and PE Programs	LCAP_3.41 MATL/SUPP (ZEARN HARRINGTON)	901.50
P26-01020	Zearn	Math and PE Programs	LCAP_3.41 MATL/SUPP (ZEARN ELM)	1,229.25
P26-01021	Zearn	Math and PE Programs	LCAP_3.41 MATL/SUPP (ZEARN KAMALA)	2,980.25
P26-01022	Zearn	Math and PE Programs	LCAP_3.41 MATL/SUPP (ZEARN LEMONWOOD)	4,965.60
P26-01023	Zearn	Math and PE Programs	LCAP_3.41 MATL/SUPP (ZEARN MARINA WEST)	5,841.10
P26-01024	Zearn	Math and PE Programs	LCAP_3.41 MATL/SUPP (ZEARN MARSHALL)	6,958.32
P26-01025	Zearn	Math and PE Programs	LCAP_3.41 MATL/SUPP (ZEARN McAULIFFE)	2,736.90
P26-01026	Zearn	Math and PE Programs	LCAP_3.41 MATL/SUPP (ZEARN McKINNA)	2,173.17
P26-01027	Zearn	Math and PE Programs	LCAP_3.41 MATL/SUPP (ZEARN RAMONA)	8,439.75
P26-01028	Zearn	Math and PE Programs	LCAP_3.41 MATL/SUPP (ZEARN RITCHEN)	1,661.88

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PO Number	Vendor Name	Location	Description	
P26-01029	Zearn	Math and PE Programs	LCAP_3.41 MATL/SUPP (ZEARN ROSE)	1,307.91
P26-01030	Zearn	Math and PE Programs	LCAP_3.41 MATL/SUPP (ZEARN SIERRA LINDA)	2,409.15
P26-01031	Amazon Com	Frank School	LCAP_3.38 (Mat-Sup) Amazon supplies	581.57
P26-01033	PEARSON ASSESSMENT	Special Education	LCAP_2.06 MAT/SUPL	10,000.00
P26-01034	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	Special Education	LCAP_2.06 MAT/SUPL	5,000.00
P26-01035	PEARSON ASSESSMENT	Special Education	LCAP_2.06 MAT/SUPL	10,000.00
P26-01036	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	Special Education	LCAP_2.06 MAT/SUPL	10,000.00
P26-01037	PEARSON ASSESSMENT	Special Education	LCAP_2.06 MAT/SUPL	15,000.00
P26-01038	Par Inc	Special Education	LCAP_2.06 MAT/SUPL	6,500.00
P26-01039	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	Special Education	LCAP_2.06 MAT/SUPL	20,000.00
P26-01040	PEARSON ASSESSMENT	Special Education	LCAP_2.06 MAT/SUPL	4,000.00
P26-01041	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	Special Education	LCAP_2.06 MAT/SUPL	2,500.00
P26-01042	PEARSON ASSESSMENT	Special Education	LCAP_2.06 MAT/SUPL	2,500.00
P26-01043	RIVERSIDE ASSESSMENTS LLC RIVE RSIDE INSIGHTS	Special Education	LCAP_2.06 MAT/SUPL	5,000.00
P26-01044	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	Special Education	LCAP_2.06 MAT/SUPL	3,500.00
P26-01045	BRIGGS MARKETING DBA: BMI SYS TEMS GROUP	Warehouse	MATL/ SUP	1,669.50
P26-01047	Amazon Com	Special Education	LCAP_2.05 Supplies/Materials TLC	550.94
P26-01048	Amazon Com	Special Education	LCAP_2.05 MATL/SUPPL (TLC)	386.38
P26-01057	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for SpEd Dept.	6,546.71
P26-01068	PRO-ED, Inc.	Special Education	LCAP_2.06 MAT/SUPL	8,080.00
P26-01069	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	Special Education	LCAP_2.06 MAT/SUPL	10,000.00
P26-01073	Amazon Com	Rose Avenue School	LCAP_3.38 MATL/SUPP (INST)	109.47
P26-01074	Amazon Com	Pupil Services	LCAP_2.07	888.26
P26-01075	Amazon Com	Human Resources	MATL/SUPP (M Magana)	217.66
P26-01076	ODP BUSINESS SOLUTIONS, LLC	Rose Avenue School	LCAP_3.38 MATL/SUPP (INST)	6,000.00
P26-01077	COSTCO WHOLESALE CORPORATION	Rose Avenue School	LCAP_3.38 MATL/SUPP (INST)	3,000.00
P26-01078	SMART AND FINAL-C.I. BLVD	Rose Avenue School	LCAP_3.38 MATL/SUPP (INST)	1,500.00

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PO Number	Vendor Name	Location	Description	
P26-01079	Walmart	Rose Avenue School	LCAP_3.38 MATL/SUPP (INST)	1,500.00
P26-01080	Amazon Com	Pupil Services	LCAP_2.07	1,458.66
P26-01081	Amazon Com	Pupil Services	LCAP_2.07	3,267.21
P26-01086	B & H Foto & Electronics Corp	Information Technology	LCAP_5.39 ITS MAT/SUP	1,371.37
P26-01095	National Graphics, LLC	Graphics	Materials and Supplies	1,656.73
Total:010-4300 MATERIALS AND SUPPLIES				1,608,802.09
010-4310 FUEL				
P26-00913	Suburban Propane, L.P.	Transportation	LCAP_2.30 FUEL /PROPANE	5,000.00
Total:010-4310 FUEL				5,000.00
010-4318 COMPUTER SUPPLIES AND SOFTWARE				
P25-05792	CDW G	Business Services	LCAP_5.14 COMP. EQUIP - CBO	718.18
P26-00396	ODP BUSINESS SOLUTIONS, LLC	Information Technology	LCAP_5.39 COMP SUP IT DEPT	1,000.00
P26-00903	CDW G	Personnel Commission	Personnel Commission-comp/equip	2,538.69
P26-00904	CDW G	Special Education	LCAP_2.05 COMPUTER EQUIP (Sirus Techs)	1,208.09
P26-00936	CDW G	Facilities	LCAP_2.34 Computer Equip	393.30
Total:010-4318 COMPUTER SUPPLIES AND SOFTWARE				5,858.26
010-4321 ELECTRICAL SUPPLIES				
P26-00158	All Phase Electric Supply	Facilities	LCAP_2.34 Electrical Materials & Supplies	30,000.00
P26-00159	Allcable Inc	Facilities	LCAP_2.34 Electrical Materials & Supplies	5,000.00
P26-00164	Batteries Plus	Facilities	LCAP_2.34 Electrical Materials & Supplies	5,000.00
P26-00177	Power Services	Facilities	LCAP_2.34 Electrical Materials & Supplies	500.00
P26-00183	Ventura Wholesale Electric	Facilities	LCAP_2.34 Electrical Materials & Supplies	500.00
P26-00214	Oxnard Auto Electric Co	Facilities	LCAP_2.34 Electrical Materials & Supplies	500.00
P26-00220	Uline	Facilities	LCAP_2.34 Electrical Materials & Supplies	500.00
P26-00233	Diversified Lighting Supply	Facilities	LCAP_2.34 Electrical Materials & Supplies	5,000.00
P26-00237	EMERGENCY LIGHTING EQUIPMENT S ERV INC/ELESCO	Facilities	LCAP_2.34 Electrical Materials & Supplies	3,000.00
P26-00260	Refrigeration Supplies Distrib utor	Facilities	LCAP_2.34 Electrical Materials & Supplies	5,000.00
P26-00263	Service Lighting & Electrical Supplies Inc / 1000Bulbs.com	Facilities	LCAP_2.34 Electrical Materials & Supplies	5,000.00

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PO Number	Vendor Name	Location	Description	
P26-00275	Talos Elemental Corp Lighting Plastics of Minnesota	Facilities	LCAP_2.34 Electrical Materials & Supplies	5,000.00
			Total:010-4321 ELECTRICAL SUPPLIES	65,000.00
010-4322	FLOOR SUPPLIES			
P26-00253	Mayan Hardwood Inc	Facilities	LCAP_2.34 Flooring Materials & Supplies	5,000.00
P26-00308	Desoto Sales Inc	Facilities	LCAP_2.34 Flooring Materials & Supplies	1,000.00
			Total:010-4322 FLOOR SUPPLIES	6,000.00
010-4323	HVAC SUPPLIES			
P26-00187	Airgas USA Inc	Facilities	LCAP_2.34 HVAC Materials & Supplies	1,000.00
P26-00193	AMERIGAS PROPANE, LP	Facilities	LCAP_2.34 HVAC Materials & Supplies	1,000.00
P26-00195	Appliance Parts of Oxnard, LLC	Facilities	LCAP_2.34 HVAC Materials & Supplies	7,000.00
P26-00211	GCS Service Inc	Facilities	LCAP_2.34 HVAC Materials & Supplies	500.00
P26-00221	COMMERCIAL PARTS & SERVICE INC INDUSTRIAL ELECTRIC	Facilities	LCAP_2.34 HVAC Materials & Supplies	500.00
P26-00227	CAMFIL USA INC	Facilities	LCAP_2.34 HVAC Materials & Supplies	2,000.00
P26-00228	CAPP LLC	Facilities	LCAP_2.34 HVAC Materials & Supplies	3,000.00
P26-00265	SIGNET CONTROLS, INC	Facilities	LCAP_2.34 HVAC Materials & Supplies	5,000.00
P26-00282	United Refrigeration Inc	Facilities	LCAP_2.34 HVAC Materials & Supplies	40,000.00
P26-00283	US Air Conditioning Dist	Facilities	LCAP_2.34 HVAC Materials & Supplies	8,000.00
P26-00284	Valve Controls Inc	Facilities	LCAP_2.34 HVAC Materials & Supplies	1,000.00
P26-00325	FG Wilcox Inc	Facilities	LCAP_2.34 HVAC Materials & Supplies	3,000.00
P26-00326	Florence Filter Corporation	Facilities	LCAP_2.34 HVAC Materials & Supplies	7,000.00
P26-00346	Johnstone Supply	Facilities	LCAP_2.34 HVAC Materials & Supplies	20,000.00
P26-00352	Lennox Industries Inc	Facilities	LCAP_2.34 HVAC Materials & Supplies	10,000.00
P26-00358	Motion Industries Inc	Facilities	LCAP_2.34 HVAC Materials & Supplies	2,000.00
P26-00368	Refrigeration Hardware Suppl	Facilities	LCAP_2.34 HVAC Materials & Supplies	2,000.00
P26-00389	WOLSELEY INVESTMENTS FERGUSON ENTERPRISES	Facilities	LCAP_2.34 HVAC Materials & Supplies	2,000.00

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PO Number	Vendor Name	Location	Description	
P26-00850	LINDE GAS & EQUIPMENT INC	Facilities	LCAP_2.34 HVAC Materials & Supplies	3,000.00
Total:010-4323 HVAC SUPPLIES				118,000.00
010-4324	PAINTING SUPPLIES			
P26-00235	Dunn Edwards	Facilities	LCAP_2.34 Painting Supplies	20,000.00
Total:010-4324 PAINTING SUPPLIES				20,000.00
010-4325	PLUMBING SUPPLIES			
P26-00165	BAVCO	Facilities	LCAP_2.34 Plumbing Materials and Supplies	1,000.00
P26-00180	SCIENTIFIC PLASTICS CO., INC	Facilities	LCAP_2.34 Plumbing Supplies	500.00
P26-00184	Western Drain Supply	Facilities	LCAP_2.34 Plumbing Materials and Supplies	500.00
P26-00196	Astra Industrial Services In	Facilities	LCAP_2.34 Plumbing Materials and Supplies	20,000.00
P26-00198	B And R Tool and Supply Co	Facilities	LCAP_2.34 Plumbing Materials and Supplies	500.00
P26-00203	C & E STORAGE PRODUCTS	Facilities	LCAP_2.34 Plumbing Materials and Supplies	500.00
P26-00208	Chemsearch	Facilities	LCAP_2.34 Plumbing Materials and Supplies	500.00
P26-00244	HOME DEPOT PRO-SUPPLY WORKS	Facilities	LCAP_2.34 Plumbing Materials and Supplies	2,000.00
P26-00270	Superior Sanitary Supplies	Facilities	LCAP_2.34 Plumbing Materials and Supplies	3,000.00
P26-00302	Coastal Pipco	Facilities	LCAP_2.34 Misc. Materials and Supplies	2,000.00
P26-00324	Ferguson Enterprises Inc	Facilities	LCAP_2.34 Plumbing Materials and Supplies	20,000.00
P26-00348	Keenan Supply	Facilities	LCAP_2.34 Plumbing Supplies	1,000.00
P26-00361	Oxnard Pipe & Supply Co	Facilities	LCAP_2.34 Plumbing Materials and Supplies	40,000.00
P26-00375	Spartan Tools	Facilities	LCAP_2.34 Plumbing Materials and Supplies	6,500.00
P26-00377	Standard Plumbing Supply DBA Harbor Plumbing	Facilities	LCAP_2.34 Plumbing Materials and Supplies	20,000.00
Total:010-4325 PLUMBING SUPPLIES				118,000.00
010-4326	ROOFING SUPPLIES			
P26-00190	American Builders & Contractors Supply Co., Inc.	Facilities	LCAP_2.34 Roofing Materials and Supplies	1,000.00
P26-00333	H And R Roofing	Facilities	LCAP_2.34 Roofing Materials and Supplies	2,000.00
P26-00342	JB WHOLESALE ROOFING & BUILDING SUPPLIES, INC	Facilities	LCAP_2.34 Roofing Materials and Supplies	2,000.00
P26-00382	Tremco Incorporated	Facilities	LCAP_2.34 Roofing Materials and Supplies	1,000.00

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PO Number	Vendor Name	Location	Description	
			Total:010-4326 ROOFING SUPPLIES	6,000.00
010-4327	WINDOW SUPPLIES			
P26-00166	BLAINE WINDOW HARDWARE INC	Facilities	LCAP_2.34 Window Materials and Supplies	3,000.00
P26-00185	C R Laurence Co Inc	Facilities	LCAP_2.34 Window Materials and Supplies	500.00
P26-00312	Drapery Affair The Floor Store	Facilities	LCAP_2.34 Window Materials and Supplies	10,000.00
			Total:010-4327 WINDOW SUPPLIES	13,500.00
010-4328	STRUCTURAL SUPPLIES			
P26-00334	Hagle Lumber	Facilities	LCAP_2.34 Structural Materials and Supplies	4,000.00
			Total:010-4328 STRUCTURAL SUPPLIES	4,000.00
010-4329	MISCELLANEOUS SUPPLIES			
P26-00170	eReplacementParts.com, LLC	Facilities	LCAP_2.34 Maintenance Misc. Materials & Supplies	500.00
P26-00197	AutoZone Stores, LLC	Facilities	LCAP_2.34 Maintenance Misc. Materials & Supplies	2,000.00
P26-00209	Closet Factory dba Hardy & Son s	Facilities	LCAP_2.34 Maintenance Misc. Materials & Supplies	500.00
P26-00213	LUIS GUILLEN - OXNARD STEEL OR NAMENTAL & TOOL SUPPLY	Facilities	LCAP_2.34 Maintenance Misc. Materials & Supplies	500.00
P26-00239	Foundation Building Matls, LLC	Facilities	LCAP_2.34 Maintenance Misc. Materials & Supplies	8,000.00
P26-00264	Shiffler Equipment	Facilities	LCAP_2.34 Maintenance Misc. Materials & Supplies	3,000.00
P26-00317	ENVISION FORD LINCOLN OXNARD	Facilities	LCAP_2.34 Maintenance Misc. Materials & Supplies	1,000.00
P26-00320	FAMCON PIPE & SUPPLY INC	Facilities	LCAP_2.34 Maintenance Misc. Materials & Supplies	1,500.00
P26-00330	Grainger Inc	Facilities	LCAP_2.34 Maintenance Misc. Materials & Supplies	30,000.00
P26-00336	Home Depot Inc	Facilities	LCAP_2.34 Maintenance Misc. Materials & Supplies	40,000.00
P26-00349	Kimball Midwest	Facilities	LCAP_2.34 Maintenance Misc. Materials & Supplies	10,000.00
P26-00388	White Cap Industries Inc	Facilities	LCAP_2.34 Maintenance Misc. Materials & Supplies	2,000.00
			Total:010-4329 MISCELLANEOUS SUPPLIES	99,000.00
010-4331	AUDIO VISUAL REPAIR			
P26-00192	American Time And Signal	Facilities	LCAP_2.34 Audio Visual Materials & Supplies	4,000.00
P26-00257	Pacificom Coast Sound And	Facilities	LCAP_2.34 Audio Visual Materials & Supplies	5,000.00

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PO Number	Vendor Name	Location	Description	
P26-00367	Pyro Comm Systems Inc	Facilities	LCAP_2.34 Audio Visual Materials & Supplies	2,000.00
Total:010-4331 AUDIO VISUAL REPAIR				11,000.00
010-4343	LOCKSMITH SUPPLIES			
P26-00178	Pride Barco Lock Company	Facilities	LCAP_2.34 Locksmith Materials & Supplies	500.00
P26-00194	ANIXTER INC	Facilities	LCAP_2.34 Locksmith Materials & Supplies	30,000.00
P26-00202	Buffums Safe and Lock	Facilities	LCAP_2.34 Locksmith Materials & Supplies	2,000.00
P26-00249	Kason Western Industries	Facilities	LCAP_2.34 Locksmith Materials & Supplies	3,000.00
P26-00255	Montgomery Hardware Company	Facilities	LCAP_2.34 Locksmith Materials & Supplies	5,000.00
P26-00356	McMaster Carr Supply Co	Facilities	LCAP_2.34 Locksmith Materials & Supplies	15,000.00
Total:010-4343 LOCKSMITH SUPPLIES				55,500.00
010-4351	MISC GARDENING SUPPLIES			
P26-00215	Oxnard Auto Electric Co	Facilities	LCAP_2.34 Grounds Misc.Materials & Supplies	500.00
P26-00223	Barco Products Company	Facilities	LCAP_2.34 Grounds Misc. Garden Supplies	2,000.00
P26-00238	Ewing Irrigation Products Inc	Facilities	LCAP_2.34 Grounds Misc.Materials & Supplies	20,000.00
P26-00292	Agrx	Facilities	LCAP_2.34 Grounds Materials & Supplies	2,000.00
P26-00293	Artesia Sawdust Products, Inc	Facilities	LCAP_2.34 Grounds Misc. Garden Supplies	4,000.00
P26-00294	Astra Industrial Services In	Facilities	LCAP_2.34 Grounds Misc. Garden Supplies	3,000.00
P26-00295	AutoZone Stores, LLC	Facilities	LCAP_2.34 Grounds Misc.Materials & Supplies	2,000.00
P26-00298	Cal Coast Machinery Inc	Facilities	LCAP_2.34 Grounds Misc.Materials & Supplies	7,000.00
P26-00303	Coastal Pipco	Facilities	LCAP_2.34 Grounds Misc.Materials & Supplies	5,000.00
P26-00311	Diamond A Equipment	Facilities	LCAP_2.34 Grounds Misc.Materials & Supplies	2,000.00
P26-00321	FAMCON PIPE & SUPPLY INC	Facilities	LCAP_2.34 Grounds Misc Supplies	1,000.00
P26-00331	Grainger Inc	Facilities	LCAP_2.34 Grounds Misc.Materials & Supplies	12,000.00
P26-00337	Home Depot Inc	Facilities	LCAP_2.34 Grounds Misc.Materials & Supplies	15,000.00
P26-00339	Hose-Man Inc	Facilities	LCAP_2.34 Grounds Misc.Materials & Supplies	1,000.00

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PO Number	Vendor Name	Location	Description	
P26-00350	KWANG SUNG LEE K & S LAWN MOWER	Facilities	LCAP_2.34 Grounds Misc. Garden Supplies	20,000.00
P26-00364	Port Hueneme Marine Sup Co I	Facilities	LCAP_2.34 Grounds Misc.Materials & Supplies	1,500.00
P26-00365	Prime Building Materials	Facilities	LCAP_2.34 Grounds Misc.Materials & Supplies	5,000.00
P26-00374	Smith Pipe And Supply Co	Facilities	LCAP_2.34 Grounds Misc.Materials & Supplies	15,000.00
P26-00376	SPECTRATURF	Facilities	LCAP_2.34 Grounds Misc.Materials & Supplies	2,000.00
P26-00387	White Cap Industries Inc	Facilities	LCAP_2.34 Grounds Misc.Materials & Supplies	2,000.00
P26-00697	Lowe's	Facilities	LCAP_2.34 Grounds Misc Gardening Supplies	9,000.00
Total:010-4351 MISC GARDENING SUPPLIES				131,000.00
010-4352 LANDSCAPE PLANTS				
P26-00242	Green Thumb International	Facilities	LCAP_2.34 Landscape Supplies	2,500.00
P26-00291	Agromin	Facilities	LCAP_2.34 Grounds Landscape Supplies	5,000.00
P26-00297	Boething Treeland Farms Inc	Facilities	LCAP_2.34 Grounds Landscape Supplies	2,000.00
Total:010-4352 LANDSCAPE PLANTS				9,500.00
010-4353 EQUIPMENT PARTS				
P26-00225	BAVCO	Facilities	LCAP_2.34 Grounds Equipment Parts	3,000.00
P26-00280	Turf Star	Facilities	LCAP_2.34 Grounds Equipment Parts	5,000.00
Total:010-4353 EQUIPMENT PARTS				8,000.00
010-4400 NON-CAP EQUIP (\$500-\$4,999)				
P25-05705	ODP BUSINESS SOLUTIONS, LLC	SchPerformance & StudOutcomes	Equip_Title IV_OLG	1,326.72
P25-05722	Best Buy	Enrichment & Special Programs	LCAP_2.19 MATL-SUPL/ELOP	4,556.40
P25-05733	CN School & Office Sol, Inc Cu Iver-Newlin	Special Education	LCAP_2.05 Materials/Supp(SpEd OA at SL)	831.36
P25-05744	General Binding Corp.	Harrington School	LCAP_3.38 Materials & Supplies	2,831.02
P25-05804	Uline	Special Education	LCAP_2.05 EQUIP (DESKS)	31,111.74
P26-00568	Lakeshore Learning Materials	Educational Services	EQUIP/MATL (TK CLASSROOM)	28,975.70
P26-00582	Nick Rail Music	Lopez Academy	LCAP_3.38 Non-Cap Equipment	13,292.45
P26-00687	CDW G	Human Resources	LCAP_1.15 MATL/SUPP	1,872.18
P26-00707	Oxnard Pipe & Supply Co	Facilities	LCAP_2.34 Plumbing Equipment / Lopez	6,773.50
P26-00882	Lakeshore Learning Materials	Special Education	LCAP_2.05 Material & Supplies VI Program	2,084.49

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Includes Purchase Orders dated 06/02/2025 - 08/04/2025

PO Number	Vendor Name	Location	Description	
P26-00883	CDW G	Special Education	LCAP_2.05 Mat/Supp Infant Team	6,052.45
P26-01006	Oxnard Pipe & Supply Co	Facilities	LCAP_2.34 Plumbing Equipment	4,448.24
P26-01056	Petroleum Telcom Inc DBA Telecom	Special Education	LCAP_2.05 Material/Sup(TLC Walkies)	1,290.52
Total:010-4400 NON-CAP EQUIP (\$500-\$4,999)				105,446.77

010-4418 COMPUTER EQUIPMENT OVER \$500

P25-05731	CDW G	Special Education	LCAP_2.05 COMPUTER EQUIPMENT(MENTAL HEALTH CLINI)	11,353.36
P25-05755	CDW G	Curren School	LCAP_3.38 Comp. Equip. Instructional for SSTs	1,824.70
P25-05792	CDW G	Business Services	LCAP_5.14 COMP. EQUIP - CBO	2,934.39
P26-00536	CDW G	Soria School	LCAP_3.38 MATL/SUPL	2,804.21
P26-00718	HEAR & C	Pupil Services	LCAP_5.31 SERV- Audiometers Calibrations	1,018.50
P26-00806	SJD Capital Inc dba. CTI Group	Information Technology	LCAP_5.39 ITS Hardware	2,498.37
P26-00903	CDW G	Personnel Commission	Personnel Commission-comp/equip	2,903.62
P26-00905	CDW G	Pupil Services	LCAP_2.26	1,839.40
P26-00906	CDW G	Pupil Services	LCAP_2.26	3,200.10
P26-01058	CDW G	Pupil Services	LCAP_2.26	798.10
P26-01085	CDW G	Pupil Services	LCAP_2.26	1,072.26
Total:010-4418 COMPUTER EQUIPMENT OVER \$500				32,247.01

010-5100 PROFESSIONAL/CONSULTING

P26-00036	RJ Services. LLC	Pupil Services	LCAP_2.24 SERV	11,000.00
P26-00037	ACCELERATION BEHAVIORAL THERAP	Special Education	LCAP_2.05 SERV	675,000.00
P26-00039	STAR OF CA, ERA ED	Special Education	LCAP_2.06 SERV	1,450,000.00
P26-00044	Ventura Co Office Of Education	Special Education	LCAP_2.05 SERV	55,000.00
P26-00045	Ventura Co Office Of Education	Special Education	LCAP_2.05 SERV	108,500.00
P26-00046	Ventura Co Office Of Education	Special Education	LCAP_2.06 SERV	24,900.00
P26-00047	Ventura Co Office Of Education	Special Education	LCAP_2.05 SERV	7,000.00
P26-00052	Every Special Child LLC	Special Education	LCAP_2.05 SERV	115,000.00
P26-00053	STAR OF CA, ERA ED	Enrichment & Special Programs	LCAP_2.19 SERV	200,000.00
P26-00061	Foundation for California Community College	Enrichment & Special Programs	LCAP_2.19 SERV/ELOP	47,741.00
P26-00064	ASPIRANET	Special Education	LCAP_2.05/SERV	385,136.00
P26-00066	PROFESSIONAL TUTORS OF AMERICA INC.	Special Education	LCAP_2.05 SERV	125,000.00
P26-00069	AMERGIS HEALTHCARE STAFFING	Enrichment & Special Programs	LCAP_2.19 SERV-ELOP	25,000.00
P26-00070	Ventura Co Office Of Education	Special Education	LCAP_2.05 SERV	41,405.83

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Includes Purchase Orders dated 06/02/2025 - 08/04/2025

PO Number	Vendor Name	Location	Description	
P26-00073	AlphaBEST Education, Inc.	Enrichment & Special Programs	LCAP_2.19 SERV/ELOP	1,861,400.00
P26-00075	THINK TOGETHER ORENDA EDUCATIO N	SchPerformance & StudOutcomes	LCAP_3.18 SERV (FREMONT)	137,525.00
P26-00077	Practi-Cal Inc	Special Education	LCAP_5.38 SERV	295,686.00
P26-00079	Foundation for California Comm unity College	Enrichment & Special Programs	LCAP_2.19 SERV/ELOP	50,000.00
P26-00668	Ventura Co Office Of Education	Special Education	LCAP_2.06 (SERV-SCP)	975,000.00
Total:010-5100 PROFESSIONAL/CONSULTING				6,590,293.83
010-5200 TRAVEL AND CONFERENCE				
P25-05745	National Association of School Resource Officers	Pupil Services	LCAP_ 2.28 STOP Grant	2,600.00
P25-05761	Orange Co Dept Of Education	SchPerformance & StudOutcomes	LCAP3.33 CONF/MTSS A. Thomas	599.00
P25-05769	CASBO	Budget & Finance	Accounts Payable Essentials	365.00
P25-05777	LOS ANGELS CHAPTER AMERICAN O. Schulwerk Org. dba: LACAOSA	Soria School	LCAP_3.38 Conf. Orff Curriculum Course	500.00
P25-05779	Calif Assn Of Latino Supt & Ad	Superintendent	LCAP_5.03_Summer Institute 2025	950.00
P25-05782	Ventura Co Office Of Education	Special Education	LCAP_2.25 -Behavioral Training	20,844.00
P25-05810	META/CABE	Educational Services	LCAP_3.11	276.60
P25-05811	AMERICAN AIRLINES INC	Pupil Services	LCAP_STOP Grant	2,140.52
P25-05813	Calif Assn Of Latino Supt & Ad	Chavez School	LCAP_3.38 TRAV/CONF	875.00
P25-05824	Cooperative Personnel Services dba: CPS HR Consulting	Personnel Commission	Serv - Personnel Commission	600.00
P25-05839	FAGEN FRIEDMAN & FULFROST LLP	Special Education	LCAP_2.05 TRVL/CONF	255.00
P25-05843	California School Boards Assoc	Superintendent	LCAP_5.02/5.03 CSBA AEC DEC 2025 - Registrations	5,330.00
P25-05853	Ventura Co Office Of Education	Math and PE Programs	LCAP_1.11 Trainings at VCOE	260.00
P26-00067	Step Engagement Coaching	Equity, Family, Cmty Engmt	LCAP_4.01 SERV	7,500.00
P26-00082	CABE	Equity, Family, Cmty Engmt	LCAP_4.01 SERV/TITLE I	34,000.00
P26-00458	Frontline Technologies Grp LLC	Budget & Finance	LCAP_3.24 Frontline Conference/Business Office	2,547.00
P26-00472	Orange Co Dept Of Education	Teaching & Learning	LCAP_3.06 TRVL & CONF	1,797.00
P26-00473	Orange Co Dept Of Education	Educational Services	LCAP_3.05 Travel/Conf for Dr. Fox	599.00
P26-00474	Orange Co Dept Of Education	Pupil Services	LCAP_2.06	599.00
P26-00475	Hilton Garden Inn Grapevine at Silverlake Crossings	Pupil Services	LCAP_STOP Grant	6,086.64
P26-00476	The Westin Anaheim Resort	Educational Services	LCAP_3.05 Travel/Conf for Dr. Fox	1,566.96

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PO Number	Vendor Name	Location	Description	
P26-00477	EMBASSY SUITES ANAHEIM SOUTH	SchPerformance & StudOutcomes	LCAP_3.33 Travel/Hotel MTSS A. Thomas	1,001.40
P26-00478	EMBASSY SUITES ANAHEIM SOUTH	Pupil Services	LCAP_2.06	913.55
P26-00570	EMBASSY SUITES ANAHEIM SOUTH	Teaching & Learning	LCAP_3.06 TRVL & CONF	2,740.65
P26-00583	Atkinson,Andelson,Loya Ruud & Romo	Human Resources	MATL/SUP - AI Webinar Scott Carroll	69.00
P26-00591	Kern County Superintendent of Schools	Budget & Finance	LCAP_3.24 FCMAT ASB Workshop	300.00
P26-00600	AMERICAN ASSOC. OF SCHOOL PERS ONNEL ADMINISTRATORS	Human Resources	LCAP_3.1 TRAV/CONF (AASPA 2025 Conf. Dr. Carroll)	930.00
P26-00603	Atkinson,Andelson,Loya Ruud & Romo	Human Resources	LCAP_3.24 TRAV/CONF	599.00
P26-00655	CRISIS PREVENTION INSTITUTE	Special Education	LCAP_2.05 Travel & Conference Behaviorist Training	15,630.40
P26-00659	WRIPAC MADERA COUNTY/ATTN: ELB A GOMEZ	Personnel Commission	LCAP_3.04 TRVL/CONF PC Conf: Job Analysis	325.00
P26-00675	San Diego Lessee LLC dba: Doubletree By Hilton	Equity, Family, Cmty Engmt	LCAP_3.11 TRVL/CONF (L.Beltran)	1,281.63
P26-00676	Embassy Suites by Hilton Nashville Downtown	Human Resources	LCAP_3.01 TRAVEL/CONF; Lodging 10/06-10/10/25	2,472.60
P26-00703	PLURALSIGHT LLC	Information Technology	LCAP_5.39 ITS TRAV/CONF-Pluralsight PD	2,856.00
P26-00754	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	Teaching & Learning	LCAP_3.06 TRVL & CONF	22,500.00
P26-00757	Covina-Valley Unified School District	Special Education	LCAP_2.05 Travel/Conf	4,132.16
P26-00758	AMERICAN AIRLINES INC	Pupil Services	LCAP_2.06 STOP Grant	901.22
P26-00798	CALIF LATINO SCHOOL BOARDS ASS N	Superintendent	LCAP_5.02 / 5.03 CONF	795.00
P26-00799	ACSA/FOUNDATION FOR EDUCATIONA L ADMIN.	Superintendent	LCAP_ 5.03 CONF	749.00
P26-00809	The Dana on Mission Bay	Special Education	LCAP_2.05 TRVL/CONF CalECSE Annual Conference	6,878.32
P26-00810	Southwest Airlines	Human Resources	LCAP_3.1 TRAV/CONF 10/06-10/10/25 (S.Carroll)	543.96
P26-00811	HYATT REGENCY SONOMA	Superintendent	LCAP_5.03 CONF	601.89
P26-00812	LFS Development LLC dba: Inter Continental San Diego Hotel	Superintendent	LCAP_5.03/ 5.02 CONF	1,040.52
P26-00925	SOLUTION TREE INC	Educational Services	LCAP_3.05 CONF	54,000.00
P26-01032	AVID CENTER REGISTRATIONS	Enrichment & Special Programs	LCAP_2.22 AVID Conf	52,900.00
P26-01046	CALIFORNIA IT IN EDUCATION	Information Technology	LCAP_5.39 ITS TRAV/CONF CITE 2025	1,110.00

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PO Number	Vendor Name	Location	Description	
P26-01050	Manchester Grand Hyatt	Enrichment & Special Programs	LCAP_2.22 TRVL/CONF AVID	52,621.69
P26-01051	Hyatt Regency Sacramento	Information Technology	LCAP_5.39 ITS TRAV/CONF CITE 2025	4,192.22
P26-01052	CREDENTIALS COUNSELORS AND ANA LYSTS OF CALIFORNIA	Human Resources	LCAP_1.19 TRAV/CONF	1,482.15
Total:010-5200 TRAVEL AND CONFERENCE				323,858.08
010-5220	BOARD MEMBER AREA 5- GONZALES			
P25-05843	California School Boards Assoc	Superintendent	LCAP_5.02/5.03 CSBAAEC DEC 2025 - Registrations	1,445.00
P26-00798	CALIF LATINO SCHOOL BOARDS ASS N	Superintendent	LCAP_5.02 / 5.03 CONF	945.00
P26-00812	LFS Development LLC dba: Inter Continental San Diego Hotel	Superintendent	LCAP_5.03/ 5.02 CONF	1,040.52
Total:010-5220 BOARD MEMBER AREA 5- GONZALES				3,430.52
010-5221	BOARD MEMBER AREA 4- MADRIGAL			
P25-05843	California School Boards Assoc	Superintendent	LCAP_5.02/5.03 CSBAAEC DEC 2025 - Registrations	1,445.00
Total:010-5221 BOARD MEMBER AREA 4- MADRIGAL				1,445.00
010-5223	BOARD MEMBER AREA 2- MELANEPHY			
				1,445.00
P26-00798	CALIF LATINO SCHOOL BOARDS ASS N	Superintendent	LCAP_5.02 / 5.03 CONF	945.00
P26-00812	LFS Development LLC dba: Inter Continental San Diego Hotel	Superintendent	LCAP_5.03/ 5.02 CONF	1,040.52
Total:010-5223 BOARD MEMBER AREA 2- MELANEPHY				3,430.52
010-5224	BOARD MEMBER AREA 3- ROBLES-SO			
P25-05843	California School Boards Assoc	Superintendent	LCAP_5.02/5.03 CSBAAEC DEC 2025 - Registrations	1,445.00
Total:010-5224 BOARD MEMBER AREA 3- ROBLES-SO				1,445.00
010-5225	BOARD MEMBER AREA 1- SALAS			
				1,445.00
Total:010-5225 BOARD MEMBER AREA 1- SALAS				1,445.00
010-5300	DUES AND MEMBERSHIPS			
P25-05813	Calif Assn Of Latino Supt & Ad	Chavez School	LCAP_3.38 TRAV/CONF	200.00
P26-00034	Costco Wholesale	Purchasing	MEMB	130.00
P26-00486	ACSA/FEA	Risk Management	LCAP_3.05 ACSA 2025-2026 Membership Dues	140,000.00
P26-00488	CASBO	Risk Management	LCAP_3.24 2025-2026 CASBO Membership Dues	5,250.00
P26-00512	California School Boards Assoc	Superintendent	LCAP_5.03 CSBA/ELA Membership INV-76553-R1C5C5	26,218.00

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PO Number	Vendor Name	Location	Description	
P26-00543	AMERICAN ASSOC. OF SCHOOL PERS ONNEL ADMINISTRATORS	Human Resources	MEMB (AASPA for Scott Carroll)	275.00
P26-00893	CPI	Special Education	LCAP_2.05 MEMBERSHIP DUES (Heather Brown)	200.00
P26-00894	CPI	Special Education	LCAP_2.05 MEMBERSHIP DUES (Ruby Marron)	200.00
P26-00920	Sasha Long The Autism Helper, Inc.	Special Education	LCAP_2.05 Professional Development Membership	5,940.00
P26-00921	CalSPRA	Enrichment & Special Programs	LCAP_5.34 Membership Comm	500.00
P26-00999	Natl School Public Relations	Enrichment & Special Programs	LCAP_5.34 MEMB	295.00
Total:010-5300 DUES AND MEMBERSHIPS				179,208.00

010-5400 INSURANCE

P26-00463	Ventura Co Sch Self-Funding	Budget & Finance	SERV/Insurance Premium	3,457,834.00
Total:010-5400 INSURANCE				3,457,834.00

010-5500 OPERATION AND HOUSEKEEPING

P26-00269	Steven Zolotas West Oaks Pest Control	Facilities	LCAP_2.34 Grounds Pest Control	5,000.00
P26-00285	Ventura Bee Rescue LLC	Facilities	LCAP_2.34 Grounds Pest Control	1,000.00
P26-00286	VENTURA PEST CONTROL INC	Facilities	LCAP_2.34 Grounds Pest Control	3,000.00
P26-00392	Zwaag Termite Control, Inc.	Facilities	LCAP_2.34 Grounds Pest Control	20,000.00
Total:010-5500 OPERATION AND HOUSEKEEPING				29,000.00

010-5510 UTILITIES NATURAL GAS

P26-00813	Southern Calif Gas Co	District Office	UTIL (NATURAL GAS)	12,500.00
P26-00814	Southern Calif Gas Co	Soria School	UTIL (NATURAL GAS)	5,500.00
P26-00815	Southern Calif Gas Co	Curren School	UTIL (NATURAL GAS)	7,250.00
P26-00816	Southern Calif Gas Co	Driffill School	UTIL (NATURAL GAS)	7,250.00
P26-00817	Southern Calif Gas Co	Elm School	UTIL (NATURAL GAS)	3,500.00
P26-00818	Southern Calif Gas Co	Fremont School	UTIL (NATURAL GAS)	10,000.00
P26-00819	Southern Calif Gas Co	Harrington School	UTIL (NATURAL GAS)	9,000.00
P26-00820	Southern Calif Gas Co	Lopez Academy	UTIL (NATURAL GAS)	23,250.00
P26-00821	Southern Calif Gas Co	Chavez School	UTIL (NATURAL GAS)	8,000.00
P26-00822	Southern Calif Gas Co	Kamala School	UTIL (NATURAL GAS)	2,500.00
P26-00823	Southern Calif Gas Co	Lemonwood School	UTIL (NATURAL GAS)	4,250.00
P26-00824	Southern Calif Gas Co	Marina West School	UTIL (NATURAL GAS)	3,000.00
P26-00825	Southern Calif Gas Co	McAuliffe School	UTIL (NATURAL GAS)	8,500.00
P26-00826	Southern Calif Gas Co	McKinna School	UTIL (NATURAL GAS)	4,000.00
P26-00827	Southern Calif Gas Co	Marshall School	UTIL (NATURAL GAS)	19,000.00
P26-00828	Southern Calif Gas Co	Ramona School	UTIL (NATURAL GAS)	4,000.00
P26-00829	Southern Calif Gas Co	Brekke School	UTIL (NATURAL GAS)	6,250.00
P26-00830	Southern Calif Gas Co	Rose Avenue School	UTIL (NATURAL GAS)	6,750.00
P26-00831	Southern Calif Gas Co	San Miguel School	UTIL (NATURAL GAS)	1,000.00

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PO Number	Vendor Name	Location	Description	
P26-00832	Southern Calif Gas Co	Sierra Linda School	UTIL (NATURAL GAS)	2,500.00
P26-00833	Southern Calif Gas Co	Ritchen School	UTIL (NATURAL GAS)	11,500.00
P26-00834	Southern Calif Gas Co	ELOP	UTIL (NATURAL GAS)	2,000.00
P26-00858	Southern Calif Gas Co	Frank School	UTIL (NATURAL GAS)	51,500.00
Total:010-5510 UTILITIES NATURAL GAS				213,000.00

010-5520 UTILITIES ELECTRIC

P26-00854	Solarcity Billing Dept	Frank School	UTIL	72,000.00
P26-00855	Solarcity Billing Dept	Chavez School	UTIL	42,000.00
P26-00856	Solarcity Billing Dept	Marshall School	UTIL	26,500.00
P26-00857	Solarcity Billing Dept	Ramona School	UTIL	9,500.00
P26-00859	Southern Calif Edison Co	District Office	UTIL (ELECTRICITY)	200,000.00
P26-00860	Southern Calif Edison Co	Soria School	UTIL (ELECTRICITY)	117,500.00
P26-00861	Southern Calif Edison Co	Curren School	UTIL (ELECTRICITY)	125,000.00
P26-00862	Southern Calif Edison Co	Driffill School	UTIL (ELECTRICITY)	110,000.00
P26-00863	Southern Calif Edison Co	Elm School	UTIL (ELECTRICITY)	47,500.00
P26-00864	Southern Calif Edison Co	Frank School	UTIL (ELECTRICITY)	215,000.00
P26-00865	Southern Calif Edison Co	Fremont School	UTIL (ELECTRICITY)	215,000.00
P26-00866	Southern Calif Edison Co	Harrington School	UTIL (ELECTRICITY)	100,000.00
P26-00867	Southern Calif Edison Co	Lopez Academy	UTIL (ELECTRICITY)	165,000.00
P26-00868	Southern Calif Edison Co	Chavez School	UTIL (ELECTRICITY)	45,000.00
P26-00869	Southern Calif Edison Co	Kamala School	UTIL (ELECTRICITY)	125,000.00
P26-00870	Southern Calif Edison Co	Lemonwood School	UTIL (ELECTRICITY)	175,000.00
P26-00871	Southern Calif Edison Co	Marina West School	UTIL (ELECTRICITY)	77,500.00
P26-00872	Southern Calif Edison Co	McAuliffe School	UTIL (ELECTRICITY)	125,000.00
P26-00873	Southern Calif Edison Co	McKinna School	UTIL (ELECTRICITY)	90,000.00
P26-00874	Southern Calif Edison Co	Marshall School	UTIL (ELECTRICITY)	97,500.00
P26-00875	Southern Calif Edison Co	Ramona School	UTIL (ELECTRICITY)	60,000.00
P26-00876	Southern Calif Edison Co	Brekke School	UTIL (ELECTRICITY)	120,000.00
P26-00877	Southern Calif Edison Co	Rose Avenue School	UTIL (ELECTRICITY)	150,000.00
P26-00878	Southern Calif Edison Co	San Miguel School	UTIL (ELECTRICITY)	57,500.00
P26-00879	Southern Calif Edison Co	Sierra Linda School	UTIL (ELECTRICITY)	92,500.00
P26-00880	Southern Calif Edison Co	Ritchen School	UTIL (ELECTRICITY)	140,000.00
P26-00881	Southern Calif Edison Co	ELOP	UTIL (ELECTRICITY)	12,500.00
Total:010-5520 UTILITIES ELECTRIC				2,812,500.00

010-5530 UTILITIES WATER/SEWER

P26-00963	City Of Oxnard	District Office	UTIL (WATER)	40,000.00
P26-00964	City Of Oxnard	Soria School	UTIL (WATER)	30,000.00
P26-00965	City Of Oxnard	Curren School	UTIL (WATER)	37,000.00
P26-00966	City Of Oxnard	Driffill School	UTIL (WATER)	34,000.00
P26-00967	City Of Oxnard	Elm School	UTIL (WATER)	32,000.00
P26-00968	City Of Oxnard	Frank School	UTIL (WATER)	77,000.00
P26-00969	City Of Oxnard	Fremont School	UTIL (WATER)	80,000.00

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PO Number	Vendor Name	Location	Description	
P26-00970	City Of Oxnard	Harrington School	UTIL (WATER)	43,000.00
P26-00971	City Of Oxnard	Lopez Academy	UTIL (WATER)	43,000.00
P26-00972	City Of Oxnard	Chavez School	UTIL (WATER)	22,500.00
P26-00973	City Of Oxnard	Kamala School	UTIL (WATER)	38,000.00
P26-00974	City Of Oxnard	Lemonwood School	UTIL (WATER)	41,000.00
P26-00975	City Of Oxnard	Marina West School	UTIL (WATER)	37,000.00
P26-00976	City Of Oxnard	McAuliffe School	UTIL (WATER)	34,000.00
P26-00977	City Of Oxnard	McKinna School	UTIL (WATER)	31,000.00
P26-00978	City Of Oxnard	Marshall School	UTIL (WATER)	39,000.00
P26-00979	City Of Oxnard	Ramona School	UTIL (WATER)	17,500.00
P26-00980	City Of Oxnard	Brekke School	UTIL (WATER)	49,000.00
P26-00981	City Of Oxnard	Rose Avenue School	UTIL (WATER)	15,000.00
P26-00982	City Of Oxnard	San Miguel School	UTIL (WATER)	6,500.00
P26-00983	City Of Oxnard	Sierra Linda School	UTIL (WATER)	30,000.00
P26-00984	City Of Oxnard	Ritchen School	UTIL (WATER)	42,000.00
P26-00985	City Of Oxnard	ELOP	UTIL (WATER)	7,000.00

Total:010-5530 UTILITIES WATER/SEWER 825,500.00

010-5570 UTILITIES TRASH

P26-01071	EJ Harrison & Sons Inc	District Office	UTIL (DIST WIDE TRASH PU)	400,000.00
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Total:010-5570 UTILITIES TRASH 400,000.00

010-5600 RENTALS, LEASES AND REPAIRS

P25-05712	EVENTOS ANA, INC.	Lemonwood School	LCAP_3.38 Rental/Service	325.00
P25-05724	T & D Rentals Inc	ELOP	LCAP_2.19 OSD Creates Rental	3,386.75
P25-05819	T & D Rentals Inc	Enrichment & Special Programs	LCAP_2.19 Services	6,497.25
P26-00029	STERLING VENUE VENTURES LLC	Enrichment & Special Programs	LCAP_2.18 RNTL	16,000.00
P26-00207	Chapins Equip Rentals	Facilities	LCAP_2.34 Maintenance Equipt Rentals	500.00
P26-00219	TRENCH PLATE RENTAL COMPANY	Facilities	LCAP_2.34 Rental / Lease	500.00
P26-00273	T & D Rentals Inc	Facilities	LCAP_2.34 Rentals	10,000.00
P26-00300	Chapins Equip Rentals	Facilities	LCAP_2.34 Grounds Equipt Rentals	2,000.00
P26-00322	Fence Factory	Facilities	LCAP_2.34 Fence Rentals	5,000.00
P26-00379	Sunbelt Rentals, Inc	Facilities	LCAP_2.34 Maintenance Equipment Rentals	10,000.00
P26-00380	Sunbelt Rentals, Inc	Facilities	LCAP_2.34 RNTL/Fremont Chiller	266,554.44
P26-00383	United Rentals (North America)	Facilities	LCAP_2.34 Maintenance Equipment Rental	3,000.00
P26-00411	Affordable Tables And Chairs,	Educational Services	LCAP_3.05 RENTALS	1,000.00
P26-00487	Witherspoon Ent Inc DBA Port A Stor	Enrichment & Special Programs	LCAP_2.18 SERV/ELOP	2,000.00

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Includes Purchase Orders dated 06/02/2025 - 08/04/2025

PO Number	Vendor Name	Location	Description	
P26-00550	WP Real Estate Investments	Enrichment & Special Programs	LCAP_2.19 Services	9,000.00
P26-00564	JS Hospitality Group, LLC Courtyard by Marriott Oxnard	Special Education	LCAP_2.08 RNTL	20,382.40
P26-00618	OXNARD PERFORMING ARTS CENTER CORP	Equity, Family, Cmty Engmt	LCAP_4.01 SERV/RNTL	780.00
P26-00648	Affordable Tables And Chairs	Educational Services	LCAP_5.04 Rental-SIP Days	2,500.00
P26-00760	United Rentals (North America)	Enrichment & Special Programs	LCAP_2,18 Rental	1,276.96
P26-00777	J Harris Ind Water Treamt, Inc Puretec Industrial Water	Transportation	LCAP_2.30 SERVICES	1,500.00
P26-00779	Mission Linen Supply	Transportation	LCAP_2.30 RENTAL SERVCS	14,000.00
P26-00886	T & D Rentals Inc	Enrichment & Special Programs	LCAP_2.19 Services	30,000.00
P26-00895	OXNARD PERFORMING ARTS CENTER CORP	Educational Services	LCAP_3.05 SERV/RENTL	4,325.00
P26-00896	OXNARD PERFORMING ARTS CENTER CORP	Educational Services	LCAP_3.05 SERV/RENTL	1,450.00
P26-00935	CULLIGAN OF VENTURA COUNTY	Lemonwood School	LCAP_3.38 RENTAL (INST)	785.00
P26-01053	Witherspoon Ent Inc DBA Port A Stor	Facilities	RENTAL	40,000.00
P26-01054	Witherspoon Ent Inc DBA Port A Stor	Special Education	LCAP_2.08 RENTAL	1,300.00
P26-01055	Witherspoon Ent Inc DBA Port A Stor	Special Education	LCAP_2.08 RENTAL	3,300.00
P26-01072	Witherspoon Ent Inc DBA Port A Stor	Information Technology	LCAP_2.08 RENTAL	1,400.00
P26-01082	Witherspoon Ent Inc DBA Port A Stor	Child Nutrition Services	Rental	1,100.00
P26-01083	Witherspoon Ent Inc DBA Port A Stor	Human Resources	Rental	1,100.00
Total:010-5600 RENTALS, LEASES AND REPAIRS				460,962.80

010-5631 MAINTENANCE AGREEMENTS

P25-05743	General Binding Corp.	Chavez School	LCAP_3.38 MAINT AGRMTS 5/15	506.00
P26-00089	Printech	Brekke School	LCAP_3.38 MAINT AGRMT	1,280.00
P26-00090	Printech	Curren School	LCAP_3.38 MAINT AGRMT	2,265.00
P26-00091	Printech	Driffill School	LCAP_3.38 MAINT AGRMT	995.00
P26-00092	Printech	Elm School	LCAP_3.38 MAINT AGRMT	975.00
P26-00093	Printech	Frank School	LCAP_3.38 MAINT AGRMT	1,875.00
P26-00094	Printech	Fremont School	LCAP_3.38 MAINT AGRMT	2,265.00
P26-00095	Printech	Harrington School	LCAP_3.38 MAINT AGRMT	1,210.00
P26-00096	Printech	Kamala School	LCAP_3.38 MAINT AGRMT	1,990.00
P26-00097	Printech	Lemonwood School	LCAP_3.38 MAINT AGRMT	1,280.00
P26-00098	Printech	Lopez Academy	LCAP_3.38 MAINT AGRMT	2,215.00
P26-00099	Printech	McAuliffe School	LCAP_3.38 MAINT AGRMT	995.00

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PO Number	Vendor Name	Location	Description	
P26-00100	Printech	Marshall School	LCAP_3.38 MAINT AGRMT	1,950.00
P26-00101	Printech	McKinna School	LCAP_3.38 MAINT AGRMT	975.00
P26-00102	Printech	Ramona School	LCAP_3.38 MAINT AGRMT	995.00
P26-00103	Printech	Ritchen School	LCAP_3.38 MAINT AGRMT	1,280.00
P26-00104	Printech	Rose Avenue School	LCAP_3.38 MAINT AGRMT	1,270.00
P26-00105	Printech	Sierra Linda School	LCAP_3.38 MAINT AGRMT	995.00
P26-00106	Printech	Soria School	LCAP_3.38 MAINT AGRMT	1,530.00
P26-00222	Printech	Marina West School	LCAP_3.38 MAINT AGRMT	2,055.00
P26-00416	General Binding Corp.	Driffill School	LCAP_3.38 MAINT AGRMT 7/8	649.06
P26-00519	General Binding Corp.	McAuliffe School	LCAP_3.38 MAINT AGRMT	647.89
P26-00520	General Binding Corp.	Facilities	LCAP_3.38 MAINT AGRMT	619.94
P26-00623	CANON U.S.A., INC.	District Office	MAINT AGRMT (DISTRICT WIDE COPIERS)	100,000.00
P26-00624	CANON FINANCIAL SERVICES INC	District Office	LEASE (DISTRICT WIDE COPIERS)	150,000.00
P26-00625	CANON SOLUTIONS AMERICA INC	Graphics	MAINT AGRMT (GRAPHICS COLORADO 1630)	6,599.88
P26-00626	CANON FINANCIAL SERVICES INC	Graphics	LEASE (GRAPHICS DP130 AND V800)	52,443.96
P26-00627	CANON FINANCIAL SERVICES INC	Graphics	LEASE (GRAPHICS COLORADO 1630)	20,400.00
P26-00628	CANON SOLUTIONS AMERICA INC	Graphics	MAINT AGRMT (GRAPHICS DP130 AND V800)	20,000.00
P26-00651	CANON FINANCIAL SERVICES INC	Enrichment & Special Programs	LEASE (2X COPIERS - ELOP)	9,000.00
P26-00730	Express Business Machines	Purchasing	MAINT (ARCHIVES)	750.00
P26-00804	QUINN COMPANY	Information Technology	LCAP_5.39 ITS/ MAINT/AGREEMENT (QUINN)	5,000.00
P26-01009	FACILITIES PROTECTION SYSTEMS	Information Technology	LCAP_5.39 ITS MAINT RENEWAL	1,750.00
Total:010-5631 MAINTENANCE AGREEMENTS				396,761.73

010-5632 REPAIRS

P26-00167	Bucknail Power Tool Service	Facilities	LCAP_2.34 Plumbing Repairs	500.00
P26-00175	John Pence Building Specs Inc	Facilities	LCAP_2.34 Maintenance Repairs	500.00
P26-00186	A-1 TRUCK & EQUIPMENT INC	Facilities	LCAP_2.34 Maintenance Vehicle Repair	500.00
P26-00189	AMERICAN AUTOMATIC DOORS, INC	Facilities	LCAP_2.34 Door Repair	500.00
P26-00218	Quiroz Auto Glass	Facilities	LCAP_2.34 Vehicle Window Repairs	500.00
P26-00236	Eckharts Trailer Hitch & Weldi	Facilities	LCAP_2.34 Grounds Repairs	2,000.00
P26-00241	Great Auto Sales Inc	Facilities	LCAP_2.34 Grounds Vehicle Repairs	2,000.00
P26-00250	KEITH'S AUTO	Facilities	LCAP_2.34 Maintenance Vehicle Repair	10,000.00
P26-00251	KEITH'S AUTO	Facilities	LCAP_2.34 Grounds Vehicle Repair	5,000.00
P26-00254	Mel Giffin, Inc.	Facilities	LCAP_2.34 Maintenance Repairs	3,000.00

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PO Number	Vendor Name	Location	Description	
P26-00258	Pacificom Coast Sound And	Facilities	LCAP_2.34 Audio Visual Repairs	1,000.00
P26-00262	Samuel Velez dba: Grease Monke y Eqmt Services	Facilities	LCAP_2.34 Equipment Repair	5,000.00
P26-00268	Sports Facilities Group, Inc	Facilities	LCAP_2.34 Maintenance Repairs	1,000.00
P26-00272	Superior Sanitary Supplies	Facilities	LCAP_2.34 Custodial Repairs	20,000.00
P26-00274	T and H Compressor Repair Co	Facilities	LCAP_2.34 Compressor Repair	1,000.00
P26-00277	Tech-Wall Of Ventura Inc	Facilities	LCAP_2.34 Maintenance Repairs	2,000.00
P26-00278	Tenant Sales And Service Comp	Facilities	LCAP_2.34 Grounds Repair	1,000.00
P26-00281	Turf Star	Facilities	LCAP_2.34 Grounds Equipment Repair	6,000.00
P26-00290	Vortex Industries, Inc	Facilities	LCAP_2.34 Roll up Door Repairs	2,000.00
P26-00299	CENTRAL COAST PLAYGROUNDS INC	Facilities	LCAP_2.34 Playground Repairs	1,000.00
P26-00301	CHARLES M PARRENT DBA/ FALCON ROOFING COMPANY	Facilities	LCAP_2.34 Roof Repair	2,000.00
P26-00310	Dial Security	Facilities	LCAP_2.34 Alarm Repairs	10,000.00
P26-00315	Electric Motor Service	Facilities	LCAP_2.34 Repair of Maintenance Equipment	5,000.00
P26-00316	ENVISION FORD LINCOLN OXNARD	Facilities	LCAP_2.34 Maintenance Vehicle Repairs	5,000.00
P26-00318	ENVISION FORD LINCOLN OXNARD	Facilities	LCAP_2.34 Grounds Vehicle Repairs	10,000.00
P26-00328	Gold Coast Glass Inc	Facilities	LCAP_2.34 Window Repair	11,500.00
P26-00329	Gorlitz Sewer & Drain, Inc.	Facilities	LCAP_2.34 Maintenance Equipment Repair	2,000.00
P26-00340	Ignacio Zavala Zavala Auto Bod y	Facilities	LCAP_2.34 Grounds Vehicle Repair	2,000.00
P26-00343	JEFFERY BRINK dba. COLDTECH RE FRIGERATION HEATING & AC	Facilities	LCAP_2.34 HVAC Equipt Repair	2,000.00
P26-00347	Juan Gonzan DBA Classic Uphols tery	Facilities	LCAP_2.34 Maintenance Repairs	2,000.00
P26-00362	Paradise Chevrolet	Facilities	LCAP_2.34 Maintenance Vehicle Repairs	2,000.00
P26-00366	Pyro Comm Systems Inc	Facilities	LCAP_2.34 Fire Alarm Repairs	10,000.00
P26-00592	Daniels Tire Service	Warehouse	REPAIRS	1,300.00
P26-00594	AutoZone Stores, LLC	Warehouse	Repairs & Parts	200.00
P26-00595	C & S RV Inc	Warehouse	REPAIRS	1,000.00
P26-00596	A-1 TRUCK & EQUIPMENT INC	Warehouse	Repairs	1,500.00
P26-00597	OSCAR FIERROS KEITH'S AUTO	Warehouse	REPAIRS	7,500.00
P26-00606	Power Machinery Center	Warehouse	MAINT & REPAIRS	5,000.00
P26-00770	CUMMINS PACIFIC, LLC	Transportation	LCAP_2.30 SUPPL/REPRS	2,000.00
P26-00771	Daniels Tire Service	Transportation	LCAP_2.30 REPAIRS	6,000.00
P26-00772	DONAHUE TRUCK SALES LLC DONAHU E TRUCK CENTERS	Transportation	LCAP_2.30 SUPPL/REPAIR	6,000.00
P26-00780	A Z Bus Sales Inc	Transportation	LCAP_2.30 REPP/ SUPPL	15,000.00
P26-00785	DURAN TIRE	Transportation	LCAP_2.30 REP / SUPPL	10,000.00
P26-00837	National Auto Body and Paint	Transportation	LCAP_2.30 REPAIRS	10,000.00

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PO Number	Vendor Name	Location	Description	
P26-00841	Tito's Automotive	Transportation	LCAP_2.30 REPAIRS	7,000.00
P26-00845	Parkhouse Tire, Inc	Transportation	LCAP_2.30 REPAIRS/ SUPPL	1,000.00
P26-00849	Model 1 Commercial Vehicles	Transportation	LCAP_2.30 SUPPL/ REPAIR	15,000.00
P26-00851	United Rentals (North America)	Facilities	LCAP_2.34 Grounds Equipment Repair	4,000.00
P26-00852	J. M. McKinney Co.	Facilities	LCAP_2.34 Equipt Repair	5,000.00
P26-00887	SPECIALIZED BUSINESS SYSTEMS, INC	Special Education	LCAP_2.05 Material/Kardex Repair	1,756.40
P26-00909	Quiroz Auto Glass	Transportation	LCAP_2.30 REPAIRS	2,500.00
P26-00912	Dazzling Designs, LLC Fastsign s of Oxnard	Transportation	LCAP_2.30 GRAPHIC /REPAIR	5,000.00
Total:010-5632 REPAIRS				234,756.40
010-5645	PLUMBING REPAIR			
P26-00370	SALINAS & SONS ROOTER SERVICE	Facilities	LCAP_2.34 Plumbing Repair	10,000.00
P26-00523	JOHN S. BASCOM INC PRECISION PLUMBING-MECHANICAL	Facilities	LCAP_2.34 Plumbing Repair /M. West Gas Leak	10,000.00
Total:010-5645 PLUMBING REPAIR				20,000.00
010-5800	PROFESSIONAL/CONSULTING SERV			
P25-05693	Francisco Martinez	Transportation	LCAP_2.30	10,200.00
				9,800.00
P25-05706	JS Hospitality Group, LLC Courtyard by Marriott Oxnard	Teaching & Learning	LCAP_1.01 SERV/Pathway to Biliteracy Gala	59,961.91
P25-05723	College Board	Teaching & Learning	LCAP 1.11 SERVICES/CONSULTATIONS	8,930.00
P25-05734	Ventura Co Star	Educational Services	UNRESTRICTED_ SERV- LEGAL AD	215.96
P25-05763	CSU Channel Islands-Student Business Serv	Human Resources	LCAP_3.06 STEM COHORT	900.00
P25-05771	TABBARA CORPORATION	Facilities	LCAP_2.34_Professional Service / Various Sites	3,450.00
P25-05775	Ventura Co Star	Business Services	SERV-Legal Ad-Public Hearing-Proposed Budget	135.61
P25-05803	JOSE C. CASTANEDA PROVISION EN T. DJS	Fremont School	LCAP_2.19 ELOP SERV ENRICHMENT	300.00
P25-05807	BELFOR USA GROUP, INC	Risk Management	Driffill #209 - Mitigation/enviro/repairs VC251679	8,525.83
P25-05820	Universal Studios Hollywood Youth Programs	Enrichment & Special Programs	LCAP_2.18 Serv-FT	168,384.00
P25-05829	Voler Strategic Advisors, Inc.	Superintendent	LCAP_3.02 Parent/Family Engagement	24,000.00
				103,500.00
P25-05840	CITY OF OXNARD OXNARD FIRE DEPARTMENT	Enrichment & Special Programs	LCAP_2.19 Fire Inspection	165.00
P25-05841	College Board	Teaching & Learning	LCAP_1.11 SERVICES/CONSULTATIONS	3,990.00

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PO Number	Vendor Name	Location	Description	
P25-05842	College Board	Teaching & Learning	LCAP_1.11 SERVICES/CONSULTATIONS	1,080.00
P25-05844	FAGEN FRIEDMAN & FULFROST LLP	Human Resources	LCAP_3.01	236.00
P25-05845	Ventura Co Office Of Education	Human Resources	LCAP_3.01	3,750.00
P25-05851	Ventura Co Star	Business Services	SERV-Legal Ad-Public Hearing-Proposed Budget	135.61
P26-00028	CORY HILLS	Enrichment & Special Programs	LCAP_2.19 SERV/ELOP	156,000.00
P26-00030	ALVARO VENEGAS dba/ SWEAT III	Rose Avenue School	LCAP_3.38 SERV	12,200.00
P26-00035	VENTURA UNIFIED SCHOOL DIST	Equity, Family, Cmty Engmt	LCAP_4.08 SERV (INDIAN ED. CONSORTIUM)	6,809.78
P26-00036	RJ Services. LLC	Pupil Services	LCAP_2.24 SERV	25,000.00
P26-00037	ACCELERATION BEHAVIORAL THERAP	Special Education	LCAP_2.05 SERV	25,000.00
P26-00038	TRESIS PARTNERS CORPORATION	Pupil Services	LCAP_2.31 SERV/MAA	5,000.00
P26-00039	STAR OF CA, ERA ED	Special Education	LCAP_2.06 SERV	50,000.00
P26-00041	Flewelling and Moody	Facilities	SERV	200,000.00
P26-00042	Cooperative Personnel Services dba: CPS HR Consulting	Human Resources	LCAP_3.24 SERV	10,350.00
P26-00044	Ventura Co Office Of Education	Special Education	LCAP_2.05 SERV	25,000.00
P26-00045	Ventura Co Office Of Education	Special Education	LCAP_2.05 SERV	25,000.00
P26-00046	Ventura Co Office Of Education	Special Education	LCAP_2.06 SERV	25,000.00
P26-00047	Ventura Co Office Of Education	Special Education	LCAP_2.05 SERV	25,000.00
P26-00048	BRANDON BROWN SCHOOL YARD RAP LLC	Enrichment & Special Programs	LCAP_2.29 SERV	230,000.00
P26-00049	GLENDA C. MAHON dba ACTION PRE PAREDNESS TRAIN	Risk Management	LCAP_3.25 SERV	9,000.00
P26-00050	Dial Security	Facilities	SERV (DISTRICT WIDE ALARM MONITOR/MAINT)	212,296.31
P26-00051	Sunrise Phys Therapy Svcs In	Risk Management	SERV/ ERGO REIMB	29,000.00
P26-00052	Every Special Child LLC	Special Education	LCAP_2.05 SERV	25,000.00
P26-00053	STAR OF CA, ERA ED	Enrichment & Special Programs	LCAP_2.19 SERV	25,000.00
P26-00054	Edapt Schools Incorporated	Human Resources	LCAP_3.05	44,000.00
P26-00055	PANORAMA EDUCATION INC	Pupil Services	LCAP_2.08 SERV (MTSS)	225,205.00
P26-00056	CABE	Equity, Family, Cmty Engmt	LCAP_4.01 SERV	14,000.00
P26-00057	Mobile Ed Productions, Inc	Enrichment & Special Programs	LCAP_2.18 ELOP	12,370.00
P26-00058	TRI-SIGNAL INTEGRATION, INC.	Facilities	SERV	72,435.00
P26-00059	7 Mindsets Academy, LLC	Pupil Services	LCAP_2.07 SERV	15,000.00
P26-00060	Meathead Movers Inc	Business Services	LCAP_2.34 SERV	32,000.00
P26-00062	School Serv Of Calif Inc	Business Services	SERV	32,000.00
P26-00063	FROG ENVIRONMENTAL, INC.	Transportation	LCAP_2.34 SERV	5,616.00

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PO Number	Vendor Name	Location	Description	
P26-00064	ASPIRANET	Special Education	LCAP_2.05/SERV	114,864.00
P26-00066	PROFESSIONAL TUTORS OF AMERICA INC.	Special Education	LCAP_2.05 SERV	25,000.00
P26-00068	SHRED-IT USA	Lopez Academy	LCAP_3.38 SERV	1,800.00
P26-00069	AMERGIS HEALTHCARE STAFFING	Enrichment & Special Programs	LCAP_2.19 SERV-ELOP	25,000.00
P26-00071	Ventura Co Office Of Education	SchPerformance & StudOutcomes	LCAP_2.20 SERV/TITLE 1	8,800.00
P26-00072	VRC COMPANIES LLC VITAL RECORD S CONTROL	Rose Avenue School	LCAP_3.38 SERV	500.00
P26-00073	AlphaBEST Education, Inc.	Enrichment & Special Programs	LCAP_2.19 SERV/ELOP	25,000.00
P26-00074	THINK TOGETHER ORENDA EDUCATIO N	SchPerformance & StudOutcomes	LCAP_3.17 SERV	202,015.00
P26-00075	THINK TOGETHER ORENDA EDUCATIO N	SchPerformance & StudOutcomes	LCAP_3.18 SERV (FREMONT)	25,000.00
P26-00076	THINK TOGETHER ORENDA EDUCATIO N	SchPerformance & StudOutcomes	LCAP_3.17 SERV (CHA/ELM/MCK)	460,350.00
P26-00077	Practi-Cal Inc	Special Education	LCAP_5.38 SERV	25,000.00
P26-00078	READ WRITE THINK, LLC	Lemonwood School	LCAP_3.38 SERV	51,700.00
P26-00079	Foundation for California Community College	Enrichment & Special Programs	LCAP_2.19 SERV/ELOP	25,000.00
P26-00080	SAFE & CIVIL SCHOOLS	Pupil Services	LCAP_2.25 SERV	110,000.00
P26-00083	Franklin Covey	Special Education	LCAP_2.05 SERV	50,000.00
P26-00107	SHRED-IT USA	Soria School	LCAP_3.38 SERV	600.00
P26-00108	SHRED-IT USA	Fremont School	LCAP_3.38 SERV	550.00
P26-00109	SHRED-IT USA	Kamala School	LCAP_3.38 SERV	1,000.00
P26-00110	SHRED-IT USA	Marshall School	LCAP_3.38 SERV	550.00
P26-00111	SHRED-IT USA	Ramona School	LCAP_3.38 SERV	550.00
P26-00112	SHRED-IT USA	Brekke School	LCAP_3.38 SERV	550.00
P26-00113	SHRED-IT USA	Marina West School	LCAP_3.38 SERV	550.00
P26-00114	SHRED-IT USA	Sierra Linda School	LCAP_3.38 SERV	900.00
P26-00115	VRC COMPANIES LLC VITAL RECORD S CONTROL	Harrington School	LCAP_3.38 SERV	450.00
P26-00116	VRC COMPANIES LLC VITAL RECORD S CONTROL	Lemonwood School	LCAP_3.38 SERV	600.00
P26-00117	VRC COMPANIES LLC VITAL RECORD S CONTROL	McAuliffe School	LCAP_3.38 SERV	450.00
P26-00118	VRC COMPANIES LLC VITAL RECORD S CONTROL	Frank School	LCAP_3.38 SERV	450.00
P26-00160	ALLEN ELECTRIC & LIGHTING, INC	Facilities	LCAP_2.34 Electrical Professional Services	3,000.00
P26-00162	Angel Tarango Angel's Backflow Service Inc	Facilities	LCAP_2.34 Grounds Professional Services	2,000.00
P26-00163	Aswell Trophy And Engraving	Facilities	LCAP_2.34 Facilities Professional Services	500.00

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PO Number	Vendor Name	Location	Description	
P26-00174	Joe F Alvarez Tri County Rhino	Facilities	LCAP_2.34 Maintenance Professional Services	500.00
P26-00188	Airport Towing	Facilities	LCAP_2.34 Maint Professional Services	1,000.00
P26-00191	AMERICAN BUILDING COMFORT SERVICES, INC	Facilities	LCAP_2.34 Professional Services	5,000.00
P26-00199	BELFOR USA GROUP, INC	Facilities	LCAP_2.34 Professional Service	10,000.00
P26-00200	Big Brand Tire Co	Facilities	LCAP_2.34 Maintenance Professional Services	1,000.00
P26-00201	Big Brand Tire Co	Facilities	LCAP_2.34 Grounds Professional Services	1,000.00
P26-00204	C & S RV Inc	Facilities	LCAP_2.34 Maintenance Professional Services	500.00
P26-00205	California Custom Shells	Facilities	LCAP_2.34 Maintenance Professional Services	500.00
P26-00206	California Electric Company	Facilities	LCAP_2.34 Maintenance Professional Services	500.00
P26-00212	Low Voltage Solutions	Facilities	LCAP_2.34 Maintenance Professional Services	500.00
P26-00230	Cyber Copy Inc	Facilities	LCAP_2.34 Facilities Professional Services	3,500.00
P26-00231	Del Norte Recycling Center	Facilities	LCAP_2.34 Maintenance Professional Services	1,000.00
P26-00232	Del Norte Recycling Center	Facilities	LCAP_2.34 Grounds Professional Services	4,000.00
P26-00240	Furagganan Lemonnier Group dba . Breakers Stereo & Perf.	Facilities	LCAP_2.34 Maintenance Professional Services	1,000.00
P26-00243	H & M Gopher Control	Facilities	LCAP_2.34 Grounds Professional Services	1,000.00
P26-00245	ICC Dealer Services	Facilities	LCAP_2.34 Maintenance Professional Services	2,000.00
P26-00246	INSIGHT ENVIRONMENTAL, INC.	Facilities	LCAP_2.34 Professional Services	10,000.00
P26-00248	John A Lagomarsino IV Lagomarsino Transport	Facilities	LCAP_2.34 Maintenance Professional Services	3,000.00
P26-00252	LEONARDO SAUCEDO LEON AUTO BODY SHOP	Facilities	LCAP_2.34 Maintenance Professional Services	2,000.00
P26-00256	Mostafa Gharebaghi 5 Points Smog	Facilities	LCAP_2.34 Smog Professional Services	1,000.00
P26-00261	Safety-Kleen Systems Inc	Facilities	LCAP_2.34 Grounds Professional Services	3,000.00
P26-00266	SIGNET CONTROLS, INC	Facilities	LCAP_2.34 Maintenance Professional Services	2,000.00
P26-00279	Total Clean	Facilities	LCAP_2.34 Grounds Professional Services	5,000.00
P26-00305	County First Fire Protection	Facilities	LCAP_2.34 Maintenance Professional Service	20,000.00
P26-00306	Daniels Tire Service	Facilities	LCAP_2.34 Maintenance Professional Services	5,000.00

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PO Number	Vendor Name	Location	Description	
P26-00307	Daniels Tire Service	Facilities	LCAP_2.34 Grounds Professional Service	6,000.00
P26-00309	Dial Security	Facilities	LCAP_2.34 Professional Services / Alarm Response	7,000.00
P26-00313	Durbiano Fire Equipment Co	Facilities	LCAP_2.34 Maintenance Professional Services	32,000.00
P26-00314	EJ Harrison & Sons Inc	Facilities	LCAP_2.34 Grounds Professional Services	5,000.00
P26-00319	EQ Landscaping Inc.	Facilities	LCAP_2.34 Grounds Professional Services	5,000.00
P26-00327	George David Pina dba. Seal-Tech Refrigeration	Facilities	LCAP_2.34 HVAC Repairs	1,000.00
P26-00341	J AND A WELDING SERVICES INC	Facilities	LCAP_2.34 Maintenance Professional Services	1,000.00
P26-00344	JOHN S. BASCOM INC PRECISION PLUMBING-MECHANICAL	Facilities	LCAP_2.34 Plumbing Repair	7,000.00
P26-00345	JOHNSON CONT. FIRE PROTECTION	Facilities	LCAP_2.34 Fire Alarm Repairs	3,000.00
P26-00354	Magnum Fence And Security	Facilities	LCAP_2.34 Grounds Professional Services	2,000.00
P26-00355	McCarty And Sons Towing	Facilities	LCAP_2.34 Grounds Professional Services	1,000.00
P26-00359	NEWSEM AG, INC. dba. GREENE TREE CARE	Facilities	LCAP_2.34 Grounds Professional Service	30,000.00
P26-00372	SEBOS, INC. ADVANCED SANITATION	Facilities	LCAP_2.34 Maintenance Professional Services	5,000.00
P26-00385	Ventura Co Overhead Door Co	Facilities	LCAP_2.34 Maintenance Professional Services	1,500.00
P26-00386	West Coast Arborists, Inc	Facilities	LCAP_2.34 Grounds Professional Service	5,000.00
P26-00390	WON-DOOR CORPORATION	Facilities	LCAP_2.34 Maintenance Professional Services	1,000.00
P26-00406	CORBEN HATCH POSTCARDGURU PRINT & PROMO	Enrichment & Special Programs	LCAP_2.19 SERV/ELOP	50,000.00
P26-00412	CORBEN HATCH POSTCARDGURU PRINT & PROMO	Enrichment & Special Programs	LCAP_2.18 SERV/ELOP	15,000.00
P26-00443	SHRED-IT USA	Curren School	LCAP_3.38 SERV	1,100.00
P26-00444	SHRED-IT USA	Chavez School	LCAP_3.38 SERV	1,000.00
P26-00445	VRC COMPANIES LLC VITAL RECORDS CONTROL	Driffill School	LCAP_3.38 SERV	400.00
P26-00459	Ventura Co Office Of Education	Budget & Finance	LCAP_5.36 2025-26 Fiscal Year Courier Service	13,874.00
P26-00462	Ventura Co Office Of Education	Business Services	SERV - Escape & Frontline 2025-26	256,543.00
P26-00464	SEVERIN INT. HOLDINGS, LLC POWERSCHOOL GROUP LLC	Business Services	LCAP_5.36 SERV. 25-26 SY	27,808.42

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Includes Purchase Orders dated 06/02/2025 - 08/04/2025

PO Number	Vendor Name	Location	Description	
P26-00465	NIGRO & NIGRO PC	Budget & Finance	SVC- Audit.General.Agrmt.#23-276.3RD YR	52,500.00
P26-00479	Curriculum Associates Inc	Equity, Family, Cmty Engmt	LCAP_1.09 (T3/SERV)	6,250.00
P26-00484	DR. FRANK OLMOS CONSULTING	Human Resources	LCAP_3.24 SERV	3,000.00
P26-00500	VRC COMPANIES LLC VITAL RECORD S CONTROL	District Office	SERV/ADMIN	750.00
P26-00524	CITY OF OXNARD FALSE ALARM RED UCTION PROGRAM	Facilities	LCAP_2.34 Professional Service Fees	50.00
P26-00525	Department Of Industrial Relat	Facilities	LCAP_2.34 Conveyance Fees / Various Sites	675.00
P26-00526	CITY OF OXNARD FIRE RECOVERY U SA, LLC	Facilities	LCAP_2.34 Prof Service / Fire Recovery Fees	330.00
P26-00527	Hydropoint	Facilities	LCAP_2.34 Grounds Prof Service / Irrigation Fees	8,005.00
P26-00529	Raceway Promotions Inc.	Facilities	LCAP_2.34 Professional Service / FAC Uniforms	800.00
P26-00530	TRI-SIGNAL INTEGRATION, INC.	Facilities	LCAP_2.34 Professional Service / ELOP	585.00
P26-00548	VENTURA BEACH MARRIOTT	Enrichment & Special Programs	LCAP_2.19 ELOP PD	39,777.33
P26-00560	SHRED-IT USA	District Office	SERV	3,300.00
P26-00561	SHRED-IT USA	McKinna School	LCAP_3.38 SERV	1,000.00
P26-00569	Document Tracking Service, LLC	SchPerformance & StudOutcomes	LCAP_5.37 SERV DTS	69,734.00
P26-00589	CHARTER COMMUNICATIONS SPECTRU M	Information Technology	LCAP_5.39 ITS SERV	500.00
P26-00593	McCarty And Sons Towing	Warehouse	Service	500.00
P26-00602	California Science Center	Enrichment & Special Programs	LCAP_2.18 FIELD TRIP	8,334.00
P26-00612	SANTA BARBARA AIRBUS	Enrichment & Special Programs	LCAP_2.18 SERV/Fieldtrip 7/11/2025	16,000.00
P26-00639	Coastal Occupational Medical	Human Resources	SERV	20,000.00
P26-00640	Calif State Dept Of Justice	Human Resources	SERVICE	45,000.00
P26-00645	Ricoh Usa, Inc	Purchasing	MAINT AGRMT (SCANNERS HR - KOFAX SOFTWARE)	9,221.56
P26-00650	SANTA BARBARA AIRBUS	Enrichment & Special Programs	LCAP_2.18 - Universal Studio Summ Fieldtrips	84,000.00
P26-00652	VRC COMPANIES LLC VITAL RECORD S CONTROL	SchPerformance & StudOutcomes	LCAP_3.33 Services Testing shredding	1,000.00
P26-00665	City Of Oxnard	Facilities	LCAP_2.34 Prof Serve / Wastewater Permit fees	1,500.00
P26-00667	CORE MANAGMENT SERVICES, LLC C ORE AMERICA	Facilities	SERV	30,000.00
P26-00668	Ventura Co Office Of Education	Special Education	LCAP_2.06 (SERV-SCP)	25,000.00
P26-00673	CN School & Office Sol, Inc Cu lver-Newlin	District Office	SERVICE (STORAGE FEES)	6,250.00

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PO Number	Vendor Name	Location	Description	
P26-00689	7 Mindsets Academy, LLC	Pupil Services	LCAP_2.07	41,832.00
P26-00715	AutoCache Inc. dba. FleetZOOM	Information Technology	LCAP_5.39 PROF SERV/Generator Notification	360.00
P26-00736	Coastal Occupational Medical	Human Resources	LCAP_5.25 SERV	20,000.00
P26-00766	Calif State Board	Transportation	LCAP_2.30 FUEL TRANS	50.00
P26-00769	Coastal Occupational Med Grp	Transportation	LCAP_2.30 SERVCS	3,000.00
P26-00781	ADVANCES WORKPLACE STRATEGIES, INC	Transportation	LCAP_2.30 PROF SRVCS	5,000.00
P26-00783	Black Gold Industries	Transportation	LCAP_2.30 PROF SRVCS	5,000.00
P26-00786	Elfego Munoz	Transportation	LCAP_2.30 PROF SRVCS	7,000.00
P26-00787	Discovery Science Center of Los Angeles	Enrichment & Special Programs	LCAP_2.18 DC please refer to the P25-04892	15,223.33
P26-00789	Mind Growers	Special Education	LCAP_2.05	40,000.00
P26-00800	Del Norte Recycling Center	District Office	TRASH/SURPLUS	4,000.00
P26-00844	SWRCB/SW Fees	Transportation	LCAP_2.30 SERVICE FEE	2,000.00
P26-00846	PLATINUM TOW & TRANSPORT	Transportation	LCAP_2.30 SERVCS	5,000.00
P26-00889	MCINNES RANCH INDUSTRIAL AREA OWNERS ASSOC C/O THE EMMONS CO	Enrichment & Special Programs	LCAP_2.19 Services/Association	2,500.00
P26-00911	Ashton Awards Inc Aswell Trophy	Transportation	LCAP_2.30 SUPPLY	4,000.00
P26-00923	School Serv Of Calif Inc	Business Services	SERV. SPED FISCAL COLAB 25-26	3,000.00
P26-00926	Read.Write.Think, LLC	Chavez School	LCAP_3.38 SERV	49,350.00
P26-00932	TRI-SIGNAL INTEGRATION, INC.	Facilities	LCAP_2.34 Professional Services / ELOP	585.00
P26-01049	CN School & Office Sol, Inc Cilver-Newlin	San Miguel School	LCAP_2.05 SERV/RECONFIGURE	3,300.00
Total:010-5800 PROFESSIONAL/CONSULTING SERV				4,351,158.65

010-5818 SOFTWARE/LIC-APPLICATIONS

P25-05721	Key Code Media Inc	Information Technology	LCAP_4.17 ITS/Board Room Hardware and Software	1,850.49
P25-05739	digiCOACH, Inc.	Frank School	LCAP_3.38_(Subscp) Online subscription - DigiCoach	2,495.00
P25-05758	Franklin Covey	Enrichment & Special Programs	LCAP_2.18 Subscription & Matrl	4,024.03
P25-05760	Aleksandr I. Kovalchuk dba: TechHit LLC	Facilities	LCAP_2.34 Comp Software	95.88
P25-05809	Granicus, Inc	Information Technology	LCAP_5.39 ITS/ Software (OPIE TV)	24,028.81
P26-00485	Curriculum Associates Inc	Equity, Family, Cmty Engmt	LCAP_1.09 Ellevation Lang. Strategies Tittle III	80,000.00
P26-00489	Digital Scepter Corporation	Information Technology	LCAP_5.39 ITS/SERV AntiVirus Software	73,511.56
P26-00491	Neogov	Personnel Commission	LCAP_5.25 SFTWR Personnel Commission	11,974.29
P26-00492	LEARNING GENIE INC	Teaching & Learning	LCAP_1.10 STWR APPS	22,120.00

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PO Number	Vendor Name	Location	Description	
P26-00494	Neogov	Personnel Commission	LCAP_5.25 SFTWR Personnel Commission	20,184.16
P26-00495	Curriculum Associates Inc	Equity, Family, Cmty Engmt	LCAP_1.09 Ellevation Platform - Title III	84,075.00
P26-00531	BRIGHTLY SOFTWARE, INC.	Facilities	LCAP_2.34 SOFTWARE	41,950.16
P26-00533	CDW G	Information Technology	LCAP_5.39 ITS STWR	305,276.00
P26-00535	CDW G	Information Technology	LCAP_5.39 ITS SOFTWARE/ Google Workspace	31,500.00
P26-00537	CYBERTEK COMPUTER AND NETWORKI NG SERVICES	Information Technology	LCAP_5.39 ITS/SOFTWARE EMAIL ARCHIVER	77,778.00
P26-00538	Incident IQ, LLC	Information Technology	LCAP_5.39 ITS Software Asset Management	55,655.69
P26-00542	INSTRUCTURE INC.	Educational Services	LCAP_5.32 SFTW/Instructure Canvas	148,420.00
P26-00544	Renaissance Learning Inc	Ritchen School	LCAP_3.38 Online License- Instructional	3,360.00
P26-00552	Amira Learning, Inc.	Teaching & Learning	LCAP_2.02 SFTWR	109,320.00
P26-00553	FOLLETT SCHOOL SOLUTIONS, INC	SchPerformance & StudOutcomes	LCAP_2.20 STWR APPS	61,192.90
P26-00566	PEAR DECK, INC	Lopez Academy	LCAP_3.38 LICENSE/INSTRUCTION	1,566.00
P26-00601	California School Boards Assoc	Superintendent	LCAP_5.03 GAMUT Member Inv-77597-S7X7G7	9,700.00
P26-00666	GOOGLE PAYMENT CORP	Information Technology	LCAP_5.39 ITS SOFTWARE	1,000.00
P26-00670	ACTIVE INTERNET TECHNOLOGIES	Superintendent	LCAP_5.32 SOFTWARE	46,250.00
P26-00695	Edutek Solutions, LLC dba: One to One Plus	Information Technology	LCAP_5.39 ITS STWR ONE TO ONE	1,295.00
P26-00705	Read Naturally, Inc	Lemonwood School	LCAP_3.38 SFTWR (Instructional)	2,860.00
P26-00753	SAN BERNARDINO COUNTY SUPERINT ENDENT OF SCHOOLS	Teaching & Learning	LCAP_3.03 SFTWR	1,200.00
P26-00805	Carahsoft Technology Corp.	Information Technology	LCAP_5.39 ITS Software MS-ISAC	4,942.42
P26-00853	MOSYLE CORPORATION	Information Technology	LCAP_5.39 ITS SOFTWARE/ Mosyle	74,250.00
P26-00910	Tyler Technologies, Inc	Transportation	LCAP_2.30 SOFTWARE	17,000.00
P26-00922	SOFTCHOICE CORPORATION	Enrichment & Special Programs	LCAP_2.19 Software	300.00
P26-01010	Granicus, Inc	Information Technology	LCAP_5.39 ITS/ Software (OPIE TV)	5,247.00
P26-01059	Amplify Education, Inc	Math and PE Programs	LCAP_3.41 MATL/SUPP DESMOS CHAVEZ	13,549.19
P26-01060	Amplify Education, Inc	Math and PE Programs	LCAP_3.41 MATL/SUPP DESMOS CURREN	12,356.18

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P26-01061	Amplify Education, Inc	Math and PE Programs	LCAP_3.41 MATL/SUPP DESMOS DRIFILL	13,634.40
P26-01062	Amplify Education, Inc	Math and PE Programs	LCAP_3.41 MATL/SUPP DESMOS FRANK	11,717.06
P26-01063	Amplify Education, Inc	Math and PE Programs	LCAP_3.41 MATL/SUPP DESMOS FREMONT	21,090.71
P26-01064	Amplify Education, Inc	Math and PE Programs	LCAP_3.41 MATL/SUPP DESMOS KAMALA	15,338.70
P26-01065	Amplify Education, Inc	Math and PE Programs	LCAP_3.41 MATL/SUPP DESMOS LEMONWOOD	4,260.75
P26-01066	Amplify Education, Inc	Math and PE Programs	LCAP_3.41 MATL/SUPP DESMOS MARSHALL	20,877.68
P26-01067	Amplify Education, Inc	Math and PE Programs	LCAP_3.41 MATL/SUPP DESMOS SORIA	3,195.56
P26-01068	PRO-ED, Inc.	Special Education	LCAP_2.06 MAT/SUPL	2,020.00
P26-01069	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	Special Education	LCAP_2.06 MAT/SUPL	2,000.00
P26-01070	Apple Computer Inc	Special Education	LCAP_2.05-Sub/Lic Speech	11,000.00
P26-01087	Zearn	Math and PE Programs	LCAP_3.41 MATL/SUPP MATH SUPPLEMENTAL	46,431.25
P26-01090	GMO GLOBALSIGN INC.	Information Technology	LCAP_5.39 ITS SOFTWARE (SSL CERTIFICATE)	298.00
P26-01091	Securly, Inc. dba. Eduspire Solutions LLC	Information Technology	LCAP_5.39 ITS SOFTWARE/Securly	49,000.00
Total:010-5818 SOFTWARE/LIC-APPLICATIONS				1,551,191.87
010-5821	BOARD MEMBER AREA 4- MADRIGAL			
P25-05730	COUNTY OF VENTURA ELECTIONS DI VISION	Superintendent	LCAP_5.02_SERV	567.83
Total:010-5821 BOARD MEMBER AREA 4- MADRIGAL				567.83
010-5823	BOARD MEMBER AREA 2- MELANEPHY			
P25-05826	COUNTY OF VENTURA ELECTIONS DI VISION	Superintendent	LCAP_5.02 SERV	567.83
Total:010-5823 BOARD MEMBER AREA 2- MELANEPHY				567.83
010-5829	BOARD MEMBER AREA 1- SALAS			
P25-05740	COUNTY OF VENTURA ELECTIONS DI VISION	Superintendent	LCAP_5.02_SERV	10,692.03
Total:010-5829 BOARD MEMBER AREA 1- SALAS				10,692.03
010-5899	ATTORNEY FEES			
P25-05698	VANAMAN GERMAN LLP	Special Education	LCAP_2.05_SERV-Attorney Fees (A.Salinas)	6,000.00
P25-05699	VANAMAN GERMAN LLP	Special Education	LCAP_2.05_SERV-Attorney Fees (L.Santiago)	6,000.00
P26-00467	Garcia Hernandez Sawhney, LL P	Business Services	SERV-OSD Legal SY 2025-26 #16-93	800,000.00

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PO Number	Vendor Name	Location	Description	
Total:010-5899 ATTORNEY FEES				812,000.00
010-5900 COMMUNICATIONS				
P26-00608	Verizon Select Services	District Office	COMM	75.00
P26-00649	Frontier California Inc	ELOP	COMM	3,200.00
P26-00942	Frontier California Inc	District Office	COMM	110,000.00
P26-00943	Frontier California Inc	Soria School	COMM	9,000.00
P26-00944	Frontier California Inc	Curren School	COMM	12,500.00
P26-00945	Frontier California Inc	Driffill School	COMM	12,000.00
P26-00946	Frontier California Inc	Elm School	COMM	20,000.00
P26-00947	Frontier California Inc	Frank School	COMM	9,500.00
P26-00948	Frontier California Inc	Fremont School	COMM	9,500.00
P26-00949	Frontier California Inc	Harrington School	COMM	23,000.00
P26-00950	Frontier California Inc	Lopez Academy	COMM	9,250.00
P26-00951	Frontier California Inc	Chavez School	COMM	23,500.00
P26-00952	Frontier California Inc	Kamala School	COMM	10,000.00
P26-00953	Frontier California Inc	Lemonwood School	COMM	23,000.00
P26-00954	Frontier California Inc	Marina West School	COMM	8,500.00
P26-00955	Frontier California Inc	McAuliffe School	COMM	9,500.00
P26-00956	Frontier California Inc	McKinna School	COMM	19,500.00
P26-00957	Frontier California Inc	Marshall School	COMM	7,750.00
P26-00958	Frontier California Inc	Brekke School	COMM	9,000.00
P26-00959	Frontier California Inc	Rose Avenue School	COMM	14,500.00
P26-00960	Frontier California Inc	San Miguel School	COMM	2,500.00
P26-00961	Frontier California Inc	Sierra Linda School	COMM	9,000.00
P26-00962	Frontier California Inc	Ritchen School	COMM	10,750.00
P26-00991	Frontier California Inc	Ramona School	COMM	8,250.00
Total:010-5900 COMMUNICATIONS				373,775.00
010-5901 POSTAGE				
P26-00605	PITNEY BOWES PRESORT SVCS LLC	District Office	POSTAGE	7,500.00
P26-00607	Federal Express Corp	District Office	POSTAGE	1,000.00
P26-00609	UPS	District Office	POSTAGE	100.00
P26-00629	Cmrs Tms	District Office	POSTAGE	100,000.00
Total:010-5901 POSTAGE				108,600.00
010-6400 EQUIPMENT				
P25-05759	Astra Backflow Inc.	Facilities	LCAP_2.34_Plumbing Equipment / Soria	5,958.05
P25-05770	Southwest Lift & Equipment Inc	Transportation	LCAP_2.30 EQUIPMENT	73,488.68
P26-00032	CN School & Office Sol, Inc Cui-ver-Newlin	Special Education	EQUIP (SPED ADDON)	32,370.08
Total:010-6400 EQUIPMENT				111,816.81
010-6418 COMPUTER EQUIPMENT OVER \$5,000				

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P25-05721	Key Code Media Inc	Information Technology	LCAP_4.17 ITS/Board Room Hardware and Software	176,800.19
P26-00807	Key Code Media Inc	Information Technology	LCAP_4.17 ITS Board Room Hardware and Software	12,229.45
P26-01010	Granicus, Inc	Information Technology	LCAP_5.39 ITS/ Software (OPIE TV)	5,732.35
Total:010-6418 COMPUTER EQUIPMENT OVER \$5,000				194,761.99

010-6500 EQUIPMENT REPLACEMENT

P26-00562	CN School & Office Sol, Inc Cui-ver-Newlin	Purchasing	EQUIP/RPL (ENROLLMENT CENTER)	108,531.90
Total:010-6500 EQUIPMENT REPLACEMENT				108,531.90

010-7142 OTHER TUITION/EXCESS COSTS

P26-00043	Ventura Co Office Of Education	Special Education	LCAP_2.05 SERV 25-26 SPED Transport Excess Costs	540,724.00
P26-00470	Ventura Co Office Of Education	Budget & Finance	LCAP_2.05 2025-26 SPED Tuition/Excess Costs	1,300,000.00
P26-00471	Ventura Co Office Of Education	Budget & Finance	LCAP_2.05 2025-26 Excess Costs (Triton Academy)	211,089.00
Total:010-7142 OTHER TUITION/EXCESS COSTS				2,051,813.00

010-9320 STORES

P25-05741	LABSOURCE, INC	Warehouse	stores supplies	204.84
P25-05742	Lowe's	Warehouse	stores supplies	186.17
P25-05749	Veritiv Operating Company	Warehouse	stores supplies	12,093.46
P25-05753	Acorn Paper Products Co	Warehouse	stores supplies	1,157.84
P25-05765	ODP BUSINESS SOLUTIONS, LLC	Warehouse	stores supplies	8,528.56
P25-05766	Southwest School & Office Sup	Warehouse	stores supplies	2,096.31
P25-05773	Sinclair Sanitary Supply Inc	Warehouse	stores supplies	7,256.15
P25-05774	Extreme Clean	Warehouse	stores supplies	5,742.18
P25-05776	ODP BUSINESS SOLUTIONS, LLC	Warehouse	stores supplies	3,352.58
P25-05783	Edgewood Press, Inc	Warehouse	stores supplies	1,359.25
P25-05787	Ccp Industries	Warehouse	storers supplies	341.41
P25-05789	Grainger Inc	Warehouse	stores supplies	878.33
P25-05794	Acorn Paper Products Co	Warehouse	stores supplies	1,157.84
P25-05795	Pioneer Chemical Co	Warehouse	stores supplies	1,088.13
P25-05796	School Specialty Inc	Warehouse	stores supplies	3,648.95
P25-05797	Veritiv Operating Company	Warehouse	stores supplies	12,360.50
P25-05798	Southwest School & Office Sup	Warehouse	stores supplies	2,388.29
P25-05799	Uline	Warehouse	stores supplies	2,643.78
P25-05800	Amazon Com	Warehouse	stores supplies	1,121.75
P25-05801	ODP BUSINESS SOLUTIONS, LLC	Warehouse	stores supplies	6,598.92
P26-00480	Sinclair Sanitary Supply Inc	Warehouse	Store Supplies	5,402.63
P26-00481	Uline	Warehouse	stores supplies	3,783.65
P26-00482	ODP BUSINESS SOLUTIONS, LLC	Warehouse	stores supplies	29,360.11

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PO Number	Vendor Name	Location	Description	
P26-00483	Southwest School & Office Sup	Warehouse	Store Supplies	3,278.49
P26-00708	Southwest Plastic Binding Co S outhwest Binding & Laminating	Warehouse	stores supplies	3,166.07
P26-00709	Sinclair Sanitary Supply Inc	Warehouse	stores supplies	4,189.74
P26-00710	Extreme Clean	Warehouse	stores supplies	6,371.46
P26-00711	Identification & Security Inte	Warehouse	stores supplies	233.94
P26-00712	LABSOURCE, INC	Warehouse	stores supplies	455.57
P26-00713	Pioneer Chemical Co	Warehouse	stores supplies	140.93
P26-00714	PPG ARCHITECT COATINGS, LLC	Warehouse	stores supplies	648.95
P26-00717	Amazon Com	Warehouse	stores supplies	418.56
P26-00720	ODP BUSINESS SOLUTIONS, LLC	Warehouse	stores supplies	9,601.15
P26-00721	Southwest School & Office Sup	Warehouse	stores supplies	3,055.60
P26-00759	Veritiv Operating Company	Warehouse	stores supplies	7,915.94
P26-00933	Amazon Com	Warehouse	stores supplies	122.25
Total:010-9320 STORES				152,350.28
010-9510 AP - Clearing CY				
P25-05718	BlueTriton Brands Inc. ReadyRe fresh	Special Education	LCAP_2.05 MATL/SUP- SPED WATER DELV	330.06
P25-05721	Key Code Media Inc	Information Technology	LCAP_4.17 ITS/Board Room Hardware and Software	133,040.91
P25-05832	Hilton San Diego Gaslamp Quart	Superintendent	LCAP_5.03 CONF	1,086.45
P25-05833	Hilton San Diego Gaslamp Quart	Superintendent	LCAP_5.02 CONF	1,252.26
P25-05852	GAYLORD PACIFIC RESORT AND CON VENTION CENTER	Chavez School	LCAP_3.38 TRAV/CONF	1,611.51
P26-00914	BELFOR USA GROUP, INC	Risk Management	Water Damage Repairs- VC250180	13,714.14
P26-00915	BELFOR USA GROUP, INC	Risk Management	water mitigation serv/post mitigation repairs	12,426.33
P26-00916	BELFOR USA GROUP, INC	Risk Management	Water Mitigation Serv - District office	1,123.63
P26-00917	BELFOR USA GROUP, INC	Risk Management	Lopez -Fire Extinguisher Cleanup	3,711.93
P26-00918	BELFOR USA GROUP, INC	Risk Management	McAuliffe -Fire Ext Cleanup Room 304	7,684.04
P26-01088	Ventura Co Office Of Education	Special Education	LCAP_2.05 SERV (HEARING TEST-EVAL)	1,080.00
Total:010-9510 AP - Clearing CY				177,061.26
010-9511 AP- Set-Up (Liab)				
P26-00070	Ventura Co Office Of Education	Special Education	LCAP_2.05 SERV	28,594.17
Total:010-9511 AP- Set-Up (Liab)				28,594.17
010-9534 HEALTH & WELFARE INS PAYABLE				
P26-00460	SISC FINANCE	Budget & Finance	SISC - Health Insurance Benefits FY25-26	26,000,000.00
P26-01004	Mutual Of Omaha Insurance Comp	Budget & Finance	OSD Life Insurance Premium FY25-26	55,000.00
Total:010-9534 HEALTH & WELFARE INS PAYABLE				26,055,000.00
130-4300 MATERIALS AND SUPPLIES				

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Includes Purchase Orders dated 06/02/2025 - 08/04/2025

PO Number	Vendor Name	Location	Description	
P25-05676	Urbane Cafe Alex Bello-Mgr	Child Nutrition Services	LCAP_2.32_CATERING/ELOP	201.99
P25-05736	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32_MATL/SUP	192.65
P25-05756	Ashton Awards Inc Aswell Troph y	Child Nutrition Services	LCAP_2.32 MATL/SUP	90.57
P25-05762	CARNITAS EL BROTHER INC	Child Nutrition Services	LCAP_2.32_CATERING/OSD	437.00
P25-05764	805 Burgers Co.	Child Nutrition Services	LCAP_2.32_CATERING/OSD	742.00
P25-05786	Urbane Cafe Alex Bello-Mgr	Child Nutrition Services	LCAP_2.32 CATERING/ELOP	260.98
P25-05805	PIZZAMAN DAN'S	Child Nutrition Services	LCAP_2.32 CATERING/ELOP	240.23
P25-05814	PIZZAMAN DAN'S	Child Nutrition Services	LCAP_2.32_CATERING/ELOP	228.25
P25-05846	Urbane Cafe Alex Bello-Mgr	Child Nutrition Services	LCAP_2.32 CATERING/ELOP	511.71
P25-05847	Urbane Cafe Alex Bello-Mgr	Child Nutrition Services	LCAP_2.32 CATERING/ELOP	511.71
P25-05848	PANERA BREAD COMPANY PANERA LL C	Child Nutrition Services	LCAP_2.32 CATERING/ELOP	326.18
P25-05849	PANERA BREAD COMPANY PANERA LL C	Child Nutrition Services	LCAP_2.32 CATERING/ELOP	326.18
P25-05850	PIZZAMAN DAN'S	Child Nutrition Services	LCAP_2.32 CATERING/ELOP	202.04
P26-00808	Chef's Toys & Star Rest Equip	Child Nutrition Services	LCAP_2.32 MATL/SUP	3,430.39
Total:130-4300 MATERIALS AND SUPPLIES				7,701.88
130-4400	NON-CAP EQUIP (\$500-\$4,999)			
P26-00031	CN School & Office Sol, Inc Cu lver-Newlin	Child Nutrition Services	EQUIP (KAM KITCHEN COORD.)	3,313.52
P26-00808	Chef's Toys & Star Rest Equip	Child Nutrition Services	LCAP_2.32 MATL/SUP	2,335.45
Total:130-4400 NON-CAP EQUIP (\$500-\$4,999)				5,648.97
130-4700	FOOD			
P25-05674	Cortez Family Farm Inc.	Child Nutrition Services	LCAP_2.32_SUP	9,000.00
P25-05675	Cortez Family Farm Inc.	Child Nutrition Services	LCAP_2.32_SUP	8,100.00
P25-05677	R E FRESH PRODUCE LLC	Child Nutrition Services	LCAP_2.32_SUP	10,614.50
P25-05815	R E FRESH PRODUCE LLC	Child Nutrition Services	LCAP_2.32_/SUP	23,280.00
P25-05817	R E FRESH PRODUCE LLC	Child Nutrition Services	LCAP_2.32 SUP	13,870.00

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PO Number	Vendor Name	Location	Description	
P25-05818	Cortez Family Farm Inc.	Child Nutrition Services	LCAP_2.32 SUP	10,320.00
P25-05823	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	549.93
P25-05830	Cortez Family Farm Inc.	Child Nutrition Services	LCAP_2.32 SUP	12,300.00
Total:130-4700 FOOD				88,034.43
130-5200	TRAVEL AND CONFERENCE			
P25-05772	SCHOOL NUTRITION ASSOCIATION	Child Nutrition Services	LCAP_2.32 ANNUAL CONF	579.00
P25-05780	Southwest Airlines	Child Nutrition Services	LCAP_2.32_CONF/TRAVEL	416.97
P26-00033	Palacio Del Rio, Inc.	Child Nutrition Services	LCAP_2.32 TRVL/CONF (Hotel)	1,128.08
Total:130-5200 TRAVEL AND CONFERENCE				2,124.05
130-5300	DUES AND MEMBERSHIPS			
P26-00497	SCHOOL NUTRITION ASSOCIATION	Child Nutrition Services	LCAP_2.32 MEMB	158.00
Total:130-5300 DUES AND MEMBERSHIPS				158.00
130-5800	PROFESSIONAL/CONSULTING SERV			
P26-00065	WATER WALKERS INC HEALTH-e PRO	Child Nutrition Services	LCAP_2.32 CONSULTING	10,440.00
P26-00728	COUNTY OF VENTURA	Child Nutrition Services	LCAP_2.32 SERV	764.00
Total:130-5800 PROFESSIONAL/CONSULTING SERV				11,204.00
130-6400	EQUIPMENT			
P25-05725	On Premise Products Inc. dba ServeSmart K-12 Products	Child Nutrition Services	LCAP_2.32 EQUIP/Ramona	24,189.50
P25-05726	On Premise Products Inc. dba ServeSmart K-12 Products	Child Nutrition Services	LCAP_2.32 EQUIP/SORIA	24,189.50
P25-05727	Central Restaurant Products	Child Nutrition Services	LCAP_2.32_MAT/SUPPLIES	2,028.77
P25-05757	ARROW RESTAURANT EQUIPMENT & SUPPLIES INC	Child Nutrition Services	LCAP_2.32_EQUIP	27,916.88
P25-05831	On Premise Products Inc. dba ServeSmart K-12 Products	Child Nutrition Services	LCAP_2.32 EQUIP	5,782.92
Total:130-6400 EQUIPMENT				84,107.57
130-9320	STORES			
NP25-00116	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32_MATL/SUP	8,709.52
NP25-00117	Calif Dept Of Educ	Child Nutrition Services	LCAP_2.32_SUP	232.05
NP25-00118	Calif Dept Of Educ	Child Nutrition Services	LCAP_2.32_SUP	79.95

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PO Number	Vendor Name	Location	Description	
NP25-00119	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32 MAT/SUP	5,221.44
			Total:130-9320 STORES	14,242.96
140-5642	FLOOR REPAIR			
P25-05837	GENESIS FLOOR COVERING INC	Facilities	DEF MAINT / PROF SERV AND BLDG IMPROV. MULTI SITES	4,028.27
			Total:140-5642 FLOOR REPAIR	4,028.27
140-5800	PROFESSIONAL/CONSULTING SERV			
P25-04652	Great Western Recreation, LLC	Facilities	LCAP_2.34 Def Maint /Prof Service/ All Sites	41,591.48
P26-00040	PAVEMENT ENGINEERING INC	Facilities	DEF MAINT (SUPPORT- VARIOUS SITES)	65,000.00
			Total:140-5800 PROFESSIONAL/CONSULTING SERV	106,591.48
140-6173	SITE & LAND IMPROVEMENTS			
P25-04798	Great Western Recreation, LLC	Facilities	LCAP_2.34 Def Maint /Prof Service/ McA Playground	19,316.58
P26-00656	KYA Services LLC	Facilities	LCAP_2.34 Def Maint / Site Improv / Soria Asphalt	158,982.23
P26-00657	KYA Services LLC	Facilities	LCAP_2.34 Def Maint / Site Improv / McA Asphalt	69,351.82
P26-01093	M.W. LOYD, INC.	Facilities	DEF MAINT - FC/TRN VAULTS	67,000.00
			Total:140-6173 SITE & LAND IMPROVEMENTS	314,650.63
140-6200	BUILDINGS AND IMPROVEMENTS			
P25-05837	GENESIS FLOOR COVERING INC	Facilities	DEF MAINT / PROF SERV AND BLDG IMPROV. MULTI SITES	299,006.38
P26-00532	GENESIS FLOOR COVERING INC	Facilities	Def. Maint/Prof Service/ Chavez Field	467,493.00
P26-00669	Letner Roofing Company	Facilities	DEF MAINT.	1,700,000.00
P26-00688	PERFECTION PAINTING CORP	Facilities	DEF MAINT.	91,000.00
			Total:140-6200 BUILDINGS AND IMPROVEMENTS	2,557,499.38
215-4300	MATERIALS AND SUPPLIES			
P25-05708	CDW G	Information Technology	MTLS/SUPL- BOND (Rose Ave)	468.68
P25-05717	Home Depot Inc	Information Technology	MAT/SUP (TV BXS - MCA-RIT)	1,097.53
P25-05750	CDW G	Information Technology	BOND (Rose Ave)	1,635.47
				1,373.28
P25-05751	Allcable Inc	Information Technology	Bond/MTLS (MCA)	6,447.33
P25-05752	Allcable Inc	Information Technology	Bond/MTLS (RIT)	14,792.86
P25-05754	Acorn Paper Products Co	Warehouse	BOND - MTLS/SUP (MCA- RIT MOD PROJECTS)	2,029.76

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PO Number	Vendor Name	Location	Description	
P25-05822	Acorn Paper Products Co	Purchasing	BOND MTLs/SUP (ROSE PROJ. BOXES)	647.20
P25-05827	Allcable Inc	Information Technology	BOND - MATL/SUP (MCA)	1,075.84
P26-00088	Allcable Inc	Information Technology	BOND - MATL/SUP (RIT)	1,075.84
P26-00662	Allcable Inc	Information Technology	BOND/MTLS (RIT)	345.50
P26-00663	Allcable Inc	Information Technology	BOND/MTLS (MCA)	345.50
P26-00682	CDW G	Information Technology	Bond/MTLS (ROSE)	13,585.02
P26-00683	CDW G	Information Technology	Bond/MTLS (MCA)	5,045.86
P26-00684	CDW G	Information Technology	Bond/MTLS (RIT)	3,881.43
P26-00761	Uline	Information Technology	Bond/ MTLs (Rose Ave)	2,395.99
P26-00762	Grainger Inc	Information Technology	Bond/MTLS (RIT)	1,500.00
P26-00763	Grainger Inc	Information Technology	Bond/MTLS (MCA)	1,500.00
P26-00919	Allcable Inc	Information Technology	BOND/MTLS (RIT)	1,003.46
P26-00986	CN School & Office Sol, Inc Cui Iver-Newlin	Rose Avenue School	BOND/MATL-SUP (ALUMNI-STUDENT DESKS)	45,592.91
P26-01084	CDW G	Information Technology	Bond/MTLS (MCA)	1,764.61
P26-01096	Uline	Rose Avenue School	MTL/SUP (ROSE AVE. -BOND /CUSTODIAL)	6,624.55
Total:215-4300 MATERIALS AND SUPPLIES				114,228.62
215-4400	NON-CAP EQUIP (\$500-\$4,999)			
P26-00084	CDW G	Information Technology	Bond/MTLS (RIT)	44,189.31
P26-00085	CDW G	Information Technology	Bond/MTLS (MCA)	19,848.76
P26-00086	EKC ENTERPRISES, INC.	Information Technology	Bond/MTLS (RIT)	42,768.96
P26-00087	EKC ENTERPRISES, INC.	Information Technology	Bond/MTLS (MCA)	24,758.81
P26-00685	CDW G	Information Technology	Bond/MTLS (MCA)	4,661.71
P26-00686	CDW G	Information Technology	Bond/MTLS (MCA)	9,323.42
P26-01096	Uline	Rose Avenue School	MTL/SUP (ROSE AVE. -BOND /CUSTODIAL)	12,833.91

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PO Number	Vendor Name	Location	Description	
			Total:215-4400 NON-CAP EQUIP (\$500-\$4,999)	158,384.88
215-5600	RENTALS, LEASES AND REPAIRS			
P26-00755	Witherspoon Ent Inc DBA Port A Stor	McAuliffe School	Storage Rental for McAuliffe Modernization	9,500.00
P26-00756	Witherspoon Ent Inc DBA Port A Stor	Ritchen School	Storage Rental for Ritchen Modernization	2,800.00
P26-01089	Witherspoon Ent Inc DBA Port A Stor	Rose Avenue School	Storage Rental for Rose Ave. Modernization	5,000.00
			Total:215-5600 RENTALS, LEASES AND REPAIRS	17,300.00
215-6160	OTHER SITE COST			
P26-00467	Garcia Hernandez Sawhney, LL P	Business Services	SERV-OSD Legal SY 2025-26 #16-93	25,000.00
			Total:215-6160 OTHER SITE COST	25,000.00
215-6205	PROGRAM MANAGEMENT			
P26-00468	Caldwell Flores Winters, Inc	Business Services	SERV Pgrm Mgmt Impl.#21-137.Exp 6-30-26	2,200,000.00
			Total:215-6205 PROGRAM MANAGEMENT	2,200,000.00
251-5800	PROFESSIONAL/CONSULTING SERV			
P26-00466	Cooperative Strategies	Business Services	SERVICE DEV FEES 25/26 SY	7,000.00
			Total:251-5800 PROFESSIONAL/CONSULTING SERV	7,000.00
251-7438	Debt Service Interest			
P26-00924	US Bank - Corporate Trust	Budget & Finance	DEBT SVC - Doris-Patterson COP	361,000.00
			Total:251-7438 Debt Service Interest	361,000.00
251-7439	Other Debt Svc Principal			
				220,000.00
			Total:251-7439 Other Debt Svc Principal	220,000.00
350-5800	PROFESSIONAL/CONSULTING SERV			
P26-00469	Caldwell Flores Winters, Inc	Business Services	SERV State Aid Serv.#24-134.Exp 11-30-29	154,209.00
			Total:350-5800 PROFESSIONAL/CONSULTING SERV	154,209.00
350-6280	CONSTRUCTION TESTING			
P25-05681	UES PROFESSIONAL SOLUTIONS INC	Facilities	BOND/LOR SVCS (M WEST ECDC PROJ)	84,045.00
			Total:350-6280 CONSTRUCTION TESTING	84,045.00
350-9510	AP - Clearing CY			
P26-01008	INSIGHT ENVIRONMENTAL, INC.	Facilities	LCAP_2,34 Bonds Funds/ Prof Service / Marina West	1,450.00
			Total:350-9510 AP - Clearing CY	1,450.00
512-7434	Bond Int & Other Svc Charges			
P26-00461	US Bank CM-9690	Budget & Finance	2025-26 FY GO Bond Administration Fees	4,200.00

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PO Number	Vendor Name	Location	Description	
			Total:512-7434 Bond Int & Other Svc Charges	<u>4,200.00</u>
513-7434	Bond Int & Other Svc Charges			7,225.00
			Total:513-7434 Bond Int & Other Svc Charges	<u>7,225.00</u>
514-7434	Bond Int & Other Svc Charges			3,100.00
			Total:514-7434 Bond Int & Other Svc Charges	<u>3,100.00</u>
515-7434	Bond Int & Other Svc Charges			1,000.00
			Total:515-7434 Bond Int & Other Svc Charges	<u>1,000.00</u>
Total Number of POs			1,247	Total <u>62,457,719.54</u>

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	133	875,240.64
		Total Fiscal Year 2025	875,240.64
010	GENERAL FUND	1,033	55,028,344.78
		Total Fiscal Year 2026	55,028,344.78
130	CAFETERIA FUND	30	143,273.42
		Total Fiscal Year 2025	143,273.42
130	CAFETERIA FUND	8	69,948.44
		Total Fiscal Year 2026	69,948.44
140	DEFERRED MAINTENANCE FUND	2	344,626.13
		Total Fiscal Year 2025	344,626.13
140	DEFERRED MAINTENANCE FUND	8	2,638,143.63
		Total Fiscal Year 2026	2,638,143.63
215	BOND FUND MEASURE I 2022	8	28,194.67
		Total Fiscal Year 2025	28,194.67
215	BOND FUND MEASURE I 2022	25	2,486,718.83
		Total Fiscal Year 2026	2,486,718.83
251	DEVELOPER FEES	2	588,000.00
		Total Fiscal Year 2026	588,000.00
350	COUNTY SCHOOL FACILITY FUND	3	239,704.00
		Total Fiscal Year 2026	239,704.00
512	BOND INTEREST REDEMPTION 2006	1	4,200.00
		Total Fiscal Year 2026	4,200.00

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Fund Recap (continued)

Fund	Description	PO Count	Amount
513	BOND INTEREST REDEMPTION 2012	1	7,225.00
	Total Fiscal Year 2026		7,225.00
514	BOND INTEREST REDEMPTION 2016	1	3,100.00
	Total Fiscal Year 2026		3,100.00
515	BOND INTEREST REDEMPTION 2022	1	1,000.00
	Total Fiscal Year 2026		1,000.00
	Total		62,457,719.54

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Includes Purchase Orders dated 06/02/2025 - 08/04/2025

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
010-4200	BOOKS OTHER THAN TEXTBOOKS			
P25-05214	606.41	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	96.05
Total:010-4200 BOOKS OTHER THAN TEXTBOOKS				96.05
010-4300	MATERIALS AND SUPPLIES			
P25-00160	1,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,100.00
P25-00167	29,702.78	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,962.97-
P25-00188	3,903.11	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	153.11
P25-00191	28,356.46	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,961.57
P25-00211	2,181.93	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.00
P25-00243	1,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P25-00266	3,527.34	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	380.00
P25-00275	2,645.84	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	645.84
P25-00349	12,400.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,799.93-
P25-00351	6,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P25-00393	9,700.64	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	9.86
P25-00505	3,605.65	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	605.65
P25-00519	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	274.52
P25-00595	1,292.79	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	212.79
P25-00799	3,700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P25-00969	4,521.28	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	250.00
P25-00976	2,050.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	550.00
P25-01053	1,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P25-01061	3,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,350.00
P25-01362	7,670.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	470.00
P25-01835	3,900.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,700.00
P25-01939	2,028.55	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	28.55
P25-02239	2,610.71	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	218.21
P25-02414	775.33	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	118.73-
P25-03973	7,208.32	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	6,854.23-
P25-04035	950.90	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	516.21-
P25-04536	1,837.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,608.89-
P25-04742	225.14	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	62.67-
P25-04785	273.55	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	14.19-
P25-04844	2,577.20	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	228.86-
P25-04852	242.71	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	45.31-
P25-05002	279.07	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	82.97-
P25-05111	171.05	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	103.63-
P25-05120	242.32	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	456.65-
P25-05132	835.94	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	451.24-
P25-05275	3,604.18	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,306.72-
P25-05296	2,192.80	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	41.60

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PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P25-05317	632.54	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	491.61-
P25-05628	130.81	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	20.26-
P25-05653	237.62	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	22.12
Total:010-4300 MATERIALS AND SUPPLIES				5,951.25-
010-4318	COMPUTER SUPPLIES AND SOFTWARE			
P25-02304	4,650.00	010-4318	GENERAL FUND/COMPUTER SUPPLIES AND SOFTWARE	650.00
Total:010-4318 COMPUTER SUPPLIES AND SOFTWARE				650.00
010-4321	ELECTRICAL SUPPLIES			
P25-00032	32,000.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	3,000.00
Total:010-4321 ELECTRICAL SUPPLIES				3,000.00
010-4323	HVAC SUPPLIES			
P25-04376	9,648.71	010-4323	GENERAL FUND/HVAC SUPPLIES	.00
Total:010-4323 HVAC SUPPLIES				.00
010-4325	PLUMBING SUPPLIES			
P25-00125	46,500.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	6,852.50
Total:010-4325 PLUMBING SUPPLIES				6,852.50
010-5100	PROFESSIONAL/CONSULTING			
P25-01181	82,700.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	5,500.00
Total:010-5100 PROFESSIONAL/CONSULTING				5,500.00
010-5200	TRAVEL AND CONFERENCE			
P25-05492	600.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	300.00-
Total:010-5200 TRAVEL AND CONFERENCE				300.00-
010-5600	RENTALS, LEASES AND REPAIRS			
P25-00136	15,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	5,000.00
P25-00679	2,280.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	320.00
P25-00682	1,080.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	80.00
P25-03008	5,983.37	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	563.91
Total:010-5600 RENTALS, LEASES AND REPAIRS				5,963.91
010-5632	REPAIRS			
P25-00563	7,500.00	010-5632	GENERAL FUND/REPAIRS	2,500.00-
P25-03635	1,758.32	010-5632	GENERAL FUND/REPAIRS	1,000.00-
Total:010-5632 REPAIRS				3,500.00-
010-5800	PROFESSIONAL/CONSULTING SERV			
P25-00168	66,200.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,200.00
P25-00485	1,100.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	95.44

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

Includes Purchase Orders dated 06/02/2025 - 08/04/2025

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P25-00658	620.13	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	70.13
P25-00704	1,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	56.29
P25-00847	550.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	35.04
P25-01048	550.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	34.79
P25-01368	23,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	8,000.00
P25-05571	1,259.47	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	259.47
Total:010-5800 PROFESSIONAL/CONSULTING SERV				9,751.16
010-5900	COMMUNICATIONS			
P25-00473	366,265.99	010-5900	GENERAL FUND/COMMUNICATIONS	3,482.05
Total:010-5900 COMMUNICATIONS				3,482.05
130-4700	FOOD			
P25-01110	120,000.00	130-4700	CAFETERIA FUND/FOOD	20,000.00
P25-01124	10,000.00	130-4700	CAFETERIA FUND/FOOD	2,000.00
P25-01127	15,000.00	130-4700	CAFETERIA FUND/FOOD	5,000.00
P25-01132	7,000.00	130-4700	CAFETERIA FUND/FOOD	2,000.00
P25-01133	7,500.00	130-4700	CAFETERIA FUND/FOOD	2,500.00
P25-01134	8,000.00	130-4700	CAFETERIA FUND/FOOD	3,000.00
Total:130-4700 FOOD				34,500.00
130-5500	OPERATION AND HOUSEKEEPING			
P25-01072	3,500.00	130-5500	CAFETERIA FUND/OPERATION AND HOUSEKEEPING	1,500.00
P25-01078	3,500.00	130-5500	CAFETERIA FUND/OPERATION AND HOUSEKEEPING	1,373.53
P25-01080	3,500.00	130-5500	CAFETERIA FUND/OPERATION AND HOUSEKEEPING	1,307.87
P25-01082	4,500.00	130-5500	CAFETERIA FUND/OPERATION AND HOUSEKEEPING	1,384.45
P25-01084	3,500.00	130-5500	CAFETERIA FUND/OPERATION AND HOUSEKEEPING	1,327.10
P25-01085	3,500.00	130-5500	CAFETERIA FUND/OPERATION AND HOUSEKEEPING	1,500.00
P25-01089	3,500.00	130-5500	CAFETERIA FUND/OPERATION AND HOUSEKEEPING	1,255.33
P25-01090	3,500.00	130-5500	CAFETERIA FUND/OPERATION AND HOUSEKEEPING	1,500.00
P25-01091	3,500.00	130-5500	CAFETERIA FUND/OPERATION AND HOUSEKEEPING	1,382.66
Total:130-5500 OPERATION AND HOUSEKEEPING				12,530.94
215-5600	RENTALS, LEASES AND REPAIRS			
P25-03606	1,035.00	215-5600	BOND FUND MEASURE I 2022/RENTALS, LEASES AND RE	150.00
P25-03607	1,695.00	215-5600	BOND FUND MEASURE I 2022/RENTALS, LEASES AND RE	195.00
Total:215-5600 RENTALS, LEASES AND REPAIRS				345.00
215-6210	ARCHITECT/ENGINEERING FEES			
P24-02231	2,754,438.61	215-6210	BOND FUND MEASURE I 2022/ARCHITECT/ENGINEERING	125,515.61
Total:215-6210 ARCHITECT/ENGINEERING FEES				125,515.61
350-5800	PROFESSIONAL/CONSULTING SERV			

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

Includes Purchase Orders dated 06/02/2025 - 08/04/2025

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P25-02560	21,839.63	350-5800	COUNTY SCHOOL FACILITY FUND/PROFESSIONAL/CONS	6,681.19
			Total:350-5800 PROFESSIONAL/CONSULTING SERV	6,681.19
350-6272			CONSTRUCTION MANAGEMENT FEES	
P25-03371	4,288,805.59	350-6272	COUNTY SCHOOL FACILITY FUND/CONSTRUCTION MAN	28,390.90
			Total:350-6272 CONSTRUCTION MANAGEMENT FEES	28,390.90
			Total PO Changes	233,508.06

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

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: August 20, 2025

Agenda Section: Section C: Consent Agenda

Approval of Disposal of Surplus Personal Property (Pifko/Reyes)

As part of the Oxnard School District's ongoing modernization efforts, various outdated classroom furniture items have been identified as surplus personal property. These items are located at Ritchen Elementary, McAuliffe Elementary, Rose Avenue Elementary, and multiple other school sites and departments across the Oxnard School District. Furniture that remains in usable condition will be included in the next scheduled surplus sale. Any remaining items will be responsibly recycled or discarded. The District is requesting that the Board of Trustees formally declare this property obsolete and approve its sale and/or disposal in accordance with California Education Code §17546, which governs the disposal of personal property valued at less than \$2,500.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing, that the Board of Trustees declare the surplus property obsolete and approve its sale and/or disposal, as permitted by California Education Code §17546.

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: August 20, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Amendment No. 002 to Agreement No. 19-180 with Arcadis International Ltd. (formerly known as IBI Group) to Provide Architectural Engineering Services for Ritchen Elementary School Modernization Project (Pifko/Bennett/CFW)

The District retained Arcadis International Ltd. (formerly known as IBI Group) (“Architect”) to provide architectural and design services for the Ritchen Elementary School Modernization Project. The project’s design plans received approval from the Division of the State Architect (“DSA”) on March 25, 2021, and construction is currently underway. Revisions to the DSA-approved plans and specifications are required to incorporate an expanded scope of work. The Architect is presently developing the necessary design modifications and will submit the revised plans to the DSA for review. This amendment is intended to authorize and fund these additional design services.

Amendment #002 will also extend the terms of the contract through December 31, 2026.

FISCAL IMPACT:

\$10,930.00 - Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Amendment No. 002 to Agreement No. 19-180 with Arcadis International Ltd. (formerly known as IBI Group).

ADDITIONAL MATERIALS:

Attached: [Amendment #002 \(7 Pages\)](#)

[Agreement #19-180, Arcadis International \(Formerly IBI Group\) \(136 Pages\)](#)

Amendment No. 002 to Architect Services Agreement No. 19-180

The Architect Services Agreement No. 19-180 (“Agreement”) entered into on December 18, 2019, by and between the Oxnard School District (“District”) and Arcadis International Ltd. (formerly known as IBI Group) (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 002 to the Architectural Services Agreement No. 19-180 (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for the Ritche Elementary School Modernization Project (“Project”);

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

WHEREAS, the Architect’s design plans for the Project received Division of the State Architect (“DSA”) approval on March 25, 2021;

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

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

WHEREAS, the Board recognizes that the timing of the additional scope of work must all be approved by DSA;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to the Agreement:

AMENDMENT

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

The definition of the Project is expanded to include additional scope of work as identified in the Architect’s proposal for added scope dated April 04, 2025 identified as Exhibit G hereto.

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

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

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

SECTION 5.2.3 Additional Compensation for Additional Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit “G” hereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit “C” and Exhibit “D” of the original Agreement for the Project. In consideration for the amended basic services and deliverables, Architect agrees to be compensated an additional flat “all-in” Basic Fee (“Additional fee”) for the additional work totaling: **Ten Thousand Nine Hundred Thirty Dollars and No Cents (\$10,930.00).** **This fee shall include all the work necessary to complete the additional scope of work including the costs of any sub-consultants or any specialty consultants and extends terms of the contract to December 31, 2026.**

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

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

The Parties agree that all other provisions of the Architectural Services Agreement No. 19-180 entered into and executed by the Parties on December 18, 2019 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit “G” hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 002 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____ Date: _____
Melissa Reyes, Director, Purchasing

ARCADIS INTERNATIONAL LTD:

By: _____ Date: _____
Janvi Kanani, Principal

By: _____ Date: _____
Maurice Macare, Principal

Exhibit G

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

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

Arcadis International Ltd.
333 South Hope Street
C200
Los Angeles, CA 90071
United States
Phone: 213 633 1100
Fax: 888 492 2762
www.arcadis.com

Date: April 07, 2025

Our Ref: 123448

Subject: **Proposal for Revised Scope | Additional Services: Ritchen Elem. School Modernization,**

Owner / District Directed revisions to Exterior and Interior Doors to receive Access Control.

Dear Gerald and Scott:

On March 20, 2025, we received communication from CFW that they have reviewed the PCO #001 for replacing the Exterior Doors and Frames to accommodate the District's previously directed Access Control. It was during this meeting that CFW (Ernesto and Gerald) recommended Arcadis to re-review the conditions of the exterior doors to reduce the cost impact based on the previous direction to remove and replace doors, frames and hardware.

An on-site meeting at Ritchen E.S. was followed up on March 24, 2025, with CFW (Vin J.), Inspector of Record (Tim H.), and Arcadis (Ruben R.).

Field Report 03 was distributed to CFW on March 24, 2025, outlining our on-site observations and revised proposed scope.

SCOPE OF WORK:

Revised scope is identified below:

- 1. On-Site Meeting to re-review conditions of exterior and interior doors to receive access control.**
- 2. Field Report 003 outlining Arcadis' observations and proposed revised scope.**
- 3. Revise Door Schedule, Architectural Drawings and Specifications to reflect revisions to Exterior Doors based on Field Report 003, dated 03/24/2025. (Attached).**
- 4. Additional Meetings and CA coordination.**

Scope Assumptions

- Hardware installer able to adjust all door closers to comply with closing requirements.

Scope Exclusions

- Any other additional services scope of work other than listed above, including future revisions to pertinent scope.

Arcadis, a California Partnership
April 04, 2025

Compensation: We propose the following compensation for the above referenced services for the following fixed fee of **\$10,930 (Ten-Thousand, Nine-Hundred Thirty Dollars)**.

Invoices shall be submitted monthly based on percentage completed of the authorized phases

Thank you for reviewing this proposal, we look forward to the opportunity to continue to provide services for the revised project. Please call if you have any questions or comments.

This fee is inclusive of all reimbursable expenses. Please contact me if you have any questions.

Sincerely,
Arcadis International Ltd.



Janvi Kanani, AIA, LEED AP BD+C, DBIA
Principal
Email: Janvi.kanani@arcadis.com
Direct Line: 213.769.0011x 56104
Mobile: 760.793.2394



Maurice Macare, AIA, LEED AP
Principal
Email: Maurice.macare@arcadis.com
Direct Line: 619.234.4110 ext 56712
Mobile: 805.440.9013

Acceptance

Date

Gerald Schober, Senior VP
Caldwell, Flores Winters, Inc.

Attachments:

Fee Breakdown Sheet
Field Investigation Report #003



Project: Ritche Elementary School Modernization - Add Service 3
Proposed Fee Summary

Date: April 07, 2025

Arcadis Group Hourly Rates

Position/Title	Hourly Rate
Principal Architect II	\$ 295
Project Manager	\$ 220
Project Architect	\$ 150
Specification Writer	\$ 160
Sr. CADD/BIM Draftsman	\$ 120
CADD/BIM Draftsman	\$ 100
Administrative Support	\$ 100

Arcadis Group Fee Breakdown

No	Phase	Fixed Fee	Estimated Man Hours						
			Principal Arch II	Project Manager	Project Architect	Specification Writer	Sr. CADD/BIM Draftsman	CADD/BIM Draftsman	Administrative Support
			\$ 295	\$ 220	\$ 150	\$ 160	\$ 120	\$ 100	\$ 100
1	Revisions to Existing Exterior/Interior Doors for Access Control								
	CFW Meeting (03/20/2025)	\$ 220		1					
	On-Site Meeting (03/24/2025)	\$ 880		4					
	Field Investigation Report 003	\$ 1,760		8					
	Revised Door Schedule	\$ 1,760		8					
	Revised Details	\$ 3,520		16					
	Revised Specifications / Coordination	\$ 1,760		8					
	PA Review	\$ 150			1				
	Add'l Meetings and CA coordination	\$ 880		4					
	Subtotal	\$ 10,930	0	49	1	0	0	0	0
	Total A/E Fees								
	Total Architectural Fee	\$ 10,930							
	Subconsultant Fees								
	Total MEP	\$ -							



Project: Ritchen Elementary School Modernization - Add Service 3
Proposed Fee Summary

Date: April 07, 2025

	Architectural Consultant Fee Mark-up (20% of total consultant fees)	\$ -							
	Total A/E Fee	\$ 10,930							

Oxnard School District

PURCHASE ORDER
 NO: P20-02671
 DATE 01/13/2020

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:
 IBI GROUP
 315 W. 9TH STREET, #600
 LOS ANGELES, CA 90015

BILL TO:
 Accounts Payable
 1051 South A Street
 Oxnard, CA 93030-7442

Customer Acct #:

ORDER LOCATION	Emailed	Faxed	Mailed	VENDOR #	REQUISITIONER	REQUISITION #
630 - Facilities				006161/1	Lisa Franz	R20-02964
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #	

ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	1	EACH	PROVIDE ARCHITECTURAL SERVICES FOR THE RITCHEN ELEMENTARY SCHOOL MODERNIZATION PROJECT PER AGREEMENT #19-180	375,910.00	\$375,910.00
			*APPROVED BY THE BOARD OF TRUSTEES ON 12/18/19		
			ACCOUNT DISTRIBUTION	AMOUNT	
			(061407) 214- 6210- 9010- 0- 0000- 8500- 066- 600- 0MOD- 0	\$375,910.00	

IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST with ALL shipments.
3. No deviation in PRICE or SUBSTITUTION in kind permitted.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.
7. Charges for the purchase in excess of 10% must be verified before delivery.

Order Sub-Total	\$375,910.00
Sales Tax	.00
Shipping	.00
Adjustment	.00
Order Total	\$375,910.00

**** End of Order ****

AUTHORIZED BY:

Lisa A. Franz

OSD AGREEMENT #19-180

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

IBI Group

AND

OXNARD SCHOOL DISTRICT

December 18, 2019

FOR

Ritchen School Modernization Project

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **18th** day of **December, 2019** by and between **IBI Group**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **315 W. Ninth Street, Suite 600, Los Angeles, CA 90015** and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **December 19, 2019**. District and Architect are sometimes individually referred to herein as “**Party**” and collectively as “**Parties**”.

RECITALS

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

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

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

AGREEMENT

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

SECTION 1 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.30 “District” shall mean the Oxnard School District.

1.1.31 “District Design Standards” shall be the implementation of standard equipment and/or products as determined by the District, into the overall project design.

1.1.32 “District’s Representative” shall mean the Superintendent and/or, Deputy Superintendent, Business & Fiscal Services and/or Director of Facilities, or any authorized designee of those officers.

1.1.33 “DSA” shall mean the Division of the State Architect of the State of California.

1.1.34 “DSA Record Set” shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.

1.1.35 “Educational Specifications” shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.

1.1.36 “Funding Consultant” shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State.

1.1.37 “Guaranteed Maximum Price” or “GMP” shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.

1.1.38 “Inspector of Record” or “IOR” shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.

1.1.39 “Lease-Leaseback” shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.

1.1.40 “LEED” shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.

1.1.41 “Modernization/New Construction” shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.

1.1.42 “MOU” shall mean a memorandum of understanding.

1.1.43 “Notice of Completion” or “NOC” shall mean the legal notice filed with the County Recorder after completion of construction project.

1.1.44 “OPSC” shall mean the Office of Public School Construction of the State of California.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS The Recitals above and all Exhibits attached to this Agreement, now or hereafter by

agreement of the parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2
EMPLOYMENT OF ARCHITECT

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

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

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

SECTION 3
THE PROJECT

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

SECTION 4
SERVICES

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

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

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

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

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

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

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

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

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

4.2.8 Independent Reviews; Audits. Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not

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

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

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

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

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

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

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

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

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

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

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

4.3 ADDITIONAL SERVICES

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

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

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

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

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

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

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

SECTION 5
ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

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

**Three Hundred Seventy-Five Thousand Nine Hundred Ten Dollars and No Cents
(\$375,910.00)**

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

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

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

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit C**, provided that payment will be made as follows: (i) three percent (3%) will be

paid after the submission by the Architect of the Verified Report (described on **Exhibit C**) to DSA; and (ii) three and one-half percent (3.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect's Consultants providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

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

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

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

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

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

5.4.2 REIMBURSABLE EXPENSES. The EXCLUSIVE list of reimbursable expenses is set forth below. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed two percent (2%) of the Basic Fee.:

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

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

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

5.5 INVOICES

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

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

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

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

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

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

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

SECTION 6
DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

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

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

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

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that

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

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

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

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

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

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

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

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

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

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

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

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

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

6.3 DISTRICT REMEDIES

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

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

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

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

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

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this

Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

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

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

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

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

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

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.2 LIMITATION ON LIABILITY OF DISTRICT

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

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

SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES

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

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

SECTION 9 PROJECT SCHEDULE

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of the Architect to perform services on time shall constitute a material breach of this Agreement. It shall not be a material

breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the project schedule are binding, unless extended in writing by the District Representative.

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

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

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

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

SECTION 10

DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as

they relate to an Assigned Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to an Assigned Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

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

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

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

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

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

10.4 TECHNOLOGY USED. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided

Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.

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

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

SECTION 11

INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

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

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

11.2.2 Minimum Scope of Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 12

DISPUTE RESOLUTION

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

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

12.2 **SUBMISSION OF A CLAIM**

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

12.2.2 **By the District.** The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the

events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

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

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

12.3.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

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

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

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

12.3.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally

among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

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

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

SECTION 13 NOTICES

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

TO DISTRICT:

Oxnard School District
Attn: Karling Aguilera-Fort - Superintendent
1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

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

SECTION 14 REPRESENTATIONS OF THE ARCHITECT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 15

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.15 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.

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

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

Architect

By: 

Craig Atkinson
Title: _____
Principal Architect
Date: _____

District

By: 

Karling Aguilera-Fort
Title: _____
Superintendent
Date: 1-10-2020

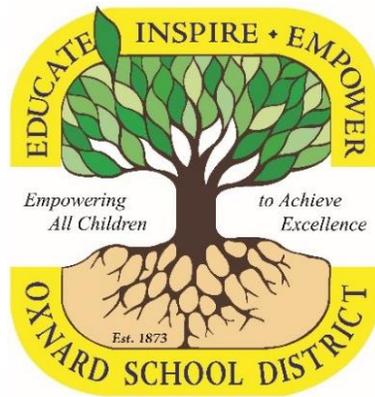
Architect

By: 

David Chow
Title: _____
Western Regional Director
Date: _____

EXHIBIT "A"

PROJECT



REQUEST FOR PROPOSALS ARCHITECTURAL SERVICES

Request for Proposal Dated August 30, 2019

Addendum #1 Dated September 10, 2019

MODERNIZATION OF MCAULIFFE AND RITCHEN ELEMENTARY SCHOOLS

Attachment A: Vision & Specifications

Attachment B: Cost Comparison Sheet

Responses due Friday, September 13, 2019, 1:00 pm

Prepared at the Direction of the Oxnard School District by:



REQUEST FOR PROPOSAL FOR ARCHITECTURAL SERVICES

I. PROJECT DESCRIPTION: MODERNIZATION OF MCAULIFFE AND RITCHEN ELEMENTARY SCHOOLS

PROJECT ORIENTATION

Christa McAuliffe Elementary School (McAuliffe) is located at 3300 Via Marina Avenue and serves kindergarten through fifth grade. The school occupies approximately 12.9 acres and is bounded by Via Marina Avenue to the north, Offshore Street to the west, Via Marina Park to the south and single-family residential homes along Kelp Street that back into the school site on the east. Carl Dwire Junior Special School, a County facility, is located adjacent to the kindergarten and portable classrooms and takes up the northeast portion of the block. The school was originally built in 1989 and has a total of 30 permanent classrooms, 10 portable classrooms, and 1 portable restroom facility. Two of the existing 30 permanent classrooms were recently constructed in 2018 as new kindergarten/flex classroom facilities and are not shown on the existing conditions image above. As of the 2018-19 school year, McAuliffe has a total enrollment of 698 students.

Christa McAuliffe Elementary School (McAuliffe) Existing Conditions



A copy of the school site map may be obtained at the following link: [McAuliffe School Site Map](#). In addition, the original design plans may be obtained at the following link: [McAuliffe Elementary School Plans](#).

Ritchen Elementary School is located at 2200 Cabrillo Way. The school occupies approximately 10.9 acres, and is bounded by Cabrillo Way to the north, Gallatin Place to the west, Oneida Place to the south and single-family residential homes that abut the school along Astoria Place to the east. The school was originally built in 1992 and has a total of 30 permanent classrooms and 4 portable classrooms and houses approximately 612 students as of the 2018-19 school year. Two of the existing 30 permanent classrooms were recently constructed in 2018 as new kindergarten/flex classroom facilities and are not shown on the existing conditions image above.

Ritchen Elementary School Existing Conditions



A copy of the school site map may be obtained at the following link: [Ritchen School Site Map](#). In addition, the original design plans may be obtained at the following link: [Ritchen Elementary School Plans](#).

PROJECT REQUIREMENTS

The work must be coordinated with other improvements that may be undertaken at the time a notice to proceed is issued. Collectively, the below mentioned should be considered a summary of the proposed project (“Project”). The Project is to be awarded to a single architectural firm for the design, DSA submittal, and construction administration of a single integrated set of plans. The selected architectural firm will also be required to oversee the design, as a part of their agreement with the District, of any modular building manufacturer/vendor company who places structures, temporarily or permanently, on one of the school sites to ensure that the complete project reflects approved program goals; this effort will occur throughout concept and design development, design approval, procurement and construction administration phases of this project. **This scope to be further defined at a later date.**

Requested Services: Required professional architectural services shall include: evaluation, reporting, and assessment of existing conditions as associated with the Project planning, design, approval, bidding services, and construction administration of the modernization and upgrade of the required facilities and placement of modular rental classrooms, and site improvements, including landscaping, hardscape, and playground facilities. The appearance of the completed Project should be integrated in theme and appearance with existing facilities at the site as determined by the District and subject to meeting the cost, schedule, and aesthetic appearance criteria set forth within the attached Vision and Specifications document (**Attachment A**).

In support of the District’s adopted K-5 vision and specifications and McAuliffe and Ritchen’s educational focus, 21st Century improvements are proposed for existing permanent classrooms, libraries, MPRs, and support spaces. McAuliffe Elementary hosts an academic strand focus of STEAM (Science, Technology, Engineering, Arts and Math) for K-5 students in its existing facilities. Ritchen Elementary hosts an academic strand focus of Science and Technology for K-5 students in its existing facilities.

Water intrusion into the building is a problem at both McAuliffe and Ritchen. Design team to investigate, design a solution and provide a cost estimate for this work that is separate from the modernization costs.

Code required upgrades triggered by the modernization work, such as fire alarm system replacement or upgrade and ADA upgrades are to be investigated, designed and priced by the Architect / Engineer. Estimates for this work will be separate from the modernization costs.

HVAC work to consist of thermostat replacement with Venstar, centrally monitored thermostats throughout. All ducting, piping, pumps and boilers to be inspected and replaced as required. (Air handlers and VFDs replaced in 2013.) Unused funds to be applied to replacement of toilets, valves and faucets on an as-needed basis.

In implementing the State's Common Core State Standards (CCSS), students are required to collaborate, communicate, create and solve problems using the basic skills they have learned. Students must also engage in higher order thinking skills and more rigorous instruction. The District operates its educational instruction in general purpose classrooms. Under State standards, these classrooms must be 960 square feet or more and provide the space in which students study and learn the CCSS in the core subject areas: English and Language Arts (ELA), math, social studies and science. The District also offers art and other similar instruction in these same classrooms. In addition to the core curriculum, students participate in an academic curriculum that heavily focuses on the integration of science, technology, engineering, art and math into all of the academic content. The renovation of classroom interiors is to be built to support the following 21st Century standards:

- Full-height markerboards will be installed to cover most of the walls of each classroom. Where necessary, sliding markerboards will be utilized to provide window coverings. The markerboards can be written on from floor to ceiling and should slide over windows to provide a window covering when needed. Depending on available area within the existing classrooms, they will also slide to the side to reveal storage closets with the mobile storage units or slide over existing cabinetry in the room when the cabinetry consumes most of a wall. At least nine linear feet of wall space shall be mineral fiber core tackable surfaces that will also help to minimize noise in the classroom. The tackable surfaces will cover the walls in areas that are least likely for students or teachers to use for writing and maximizes presentation space while accommodating movable storage space.
- Modern and flexible furnishings for each classroom will be provided in the form of modular tables and ergonomic chairs that can be easily reconfigured in the classroom as space allows. New teaching stations will be provided in each room, as will a multimedia presentation shuttle that the teacher can maneuver easily around the room. Mobile storage solutions will be provided based on the existing design of the classroom. Furnishings will be indoor-air friendly and easy to maintain.
- In the classroom dedicated as a Science and Technology Academy lab or STEAM Academy Lab, the furnishings will include mobile tables that seat four students, mobile student chairs for up to 36 students and five mobile storage carts to house science materials and equipment. The classroom should have a water source and an area for the storage of science materials and equipment required for science experiments. The floor will be a hard surface that is easily cleaned.
- In the Piano Lab, additional electrical capacity will be provided through a control box. The piano keyboards are to be placed in rows with a center isle so that the teacher can walk down the aisle and look down the row at the keyboards to monitor student practice techniques and engagement. A space between each of the rows will allow for the teacher to move easily behind each of the students to provide individual feedback as necessary. A total of 16 student keyboards are required in the room. One instructor keyboard will be provided along with a digital board for listening placed at the front of the room. Each of the keyboards will be hooked up to the electrical outlet provided along each of the two walls. The keyboards

and the instructor's keyboard and monitor device will be networked together. The room will also include the 21st Century amenities & technology components such as full height fixed & sliding white boards, 1:1 interactive functionality, monitors placed on the three sides of the classroom. All walls of the classroom become available as the teaching locations. There are mobile storage units to hold instructional materials and supplies.

- Three broadband-connected high-definition video displays will be added in each classroom, attached to hydraulic wall mounts that allow easy adjustment of the displays' viewing angle and height. These displays will allow students to view content from any point in the room. Through the use of media interface devices, students and teachers will be able to project content from a computer or mobile device to the mounted displays.
- Damaged surface areas will be repaired or replaced where required, and new coats of paint will be applied to doors and other surfaces to give each classroom a clean look.

For the library/media center improvements, key elements required include:

- ~~• Sixteen media tables and stools of various heights will be located along one wall that have electrical outlets for students to plug in their hand-held devices or computer stations that have software specific for students to create projects related to the school's educational program.~~
- A 90-inch monitor will be placed the main area of the Media Center to be used by students and staff to project presentations, student projects, or information.
- A variety of flexible and comfortable seating for reading and study will be provided for 15 students throughout the main Media Center space. Mobile desks or tables will be provided for 36 students that may be easily reconfigured.
- Permanent book shelving will be provided along the walls of the main area of the Media Center. Additional moveable bookshelves will be provided at different configurations. A space for locked technology storage to hold student handheld devices will be provided. Table space, four chairs, and four mobile storage units will be provided in a textbook storage/workroom.
- Depending on the space available, there will be three breakout rooms in which up to 4 students can work. A table and four chairs will be provided. These rooms will have windows or glass walls and doors so that appropriate supervision can be provided from the main area of the Media Center.
- Also depending on available area, one Maker's Space will be provided that is a minimum of 480 square feet and accessed from the Media Center for up to 8 students for research and design. Flooring will include hard surfaces such as concrete or vinyl. This room will have tables, 8 chairs, and 2 mobile storage units to hold materials for creating projects and for space to store projects students are creating. This room will also have glass walls or large windows so that it can be easily supervised from the main area of the Media Center.

Key elements related to the improvements to the existing MPR facilities include:

- Cafeteria type tables and seating will be provided that easily and quickly fold up and can be stored in designated storage rooms or spaces and maximize the seating within the available space for multiple uses. The tables and seating must be provided that support their use and reconfiguration for smaller parent and staff meetings as well as for school sponsored assemblies.
- ~~• A 90-inch monitor will be mounted on the wall away from physical activity areas with wireless connectivity throughout the room.~~

- A dedicated space for an 18' x 24' portable stage, that can be easily stored and quickly assembled to provide a performance space for students, band and choir. A remote-controlled retractable screen and mounted projector will be added, preferably located in the area that best supports the portable stage. This space will also be available for group meetings, with the monitor serving as a screen for the presenter to project images or presentations.
- ~~New kitchen equipment will be provided to replace older equipment, where required. Properly functioning kitchen equipment will remain. Walk-in refrigerators / freezers at both schools to be evaluated for functionality and repaired / replaced as required. The grease interceptor to be replaced at McAuliffe only.~~
- New ceiling tiles, flooring, and HVAC grills will be replaced where required.
- Electrical upgrades for improved Audio-Visual systems will be provided, where required.
- Structural evaluation at Ritchen – 1 window wall.
- Where community uses are already in place, they shall be maintained to the extent possible as long as they do not interfere with the educational and operational use of the school.

McAuliffe Elementary School

The renovation of classroom interiors is proposed to support 21st Century learning methods and environments for the 28 permanent learning spaces, including four classrooms for kindergarten instruction, one as a learning space to support a STEAM Academy Lab and one space to support a Piano Lab. Within the existing permanent classrooms, one (1) Special Day Classroom (SDC) will be modernized to support the teaching of special education classes for severely handicapped students (“Severe”) in core subjects, such as English, language arts, math, science, and social studies. A modernized 21st Century library/media center is proposed to support virtual learning, student engagement and collaboration. A renovated MPR is proposed, which will primarily include new projector and screen, replacement of the stage with a smaller, demountable stage, replacement of a limited amount of ceiling tile, kitchen upgrades as listed and supplemental or new cafeteria tables, as directed by the district. All facilities are to be modernized according to the 21st century standards above and according to the District’s vision and specifications (**Attachment A**).

The District’s adopted K-5 Educational Specifications for K-5 schools serving 700 students includes a total of 23 standard classrooms, 4 kindergarten classrooms, and 1 special education/RSP classroom. In total, 28 classroom spaces are provided for new or reconstructed K-5 schools per the Educational Specifications.

Upon completion of the two flex classrooms under construction, there will be 30 permanent classrooms at McAuliffe, exceeding the District-approved Educational Specifications for a K-5 school. The District is currently clustering students at McAuliffe who need special education facilities resulting in the need to allocate 3 classrooms to the SDC program. If this is to remain, permanent classrooms are recommended to be allocated as such:

- 5 TK/Kinder classrooms
- 20 classrooms grades 1-5 (4 classrooms per grade)
- 3 SDC classrooms
- 1 classroom to be used for the STEAM Academy Lab
- 1 Piano Lab

A combination of TK, SDC or Kindergarten classes will move into the new flex classrooms currently under construction, resulting in their old classroom space in the original permanent classroom building being available. Additionally, the new 1:1 mobile device program and library/media center will incorporate the school’s needs for a computer lab, thus freeing up an additional classroom (Room 12) previously providing this role. As Room 32 is also currently empty, McAuliffe will have 4 open classrooms in the permanent building, allowing the 4 current fourth grade classes located in portable

classrooms to be moved into the permanent building. This reorganization will result in all classes being taught in permanent classrooms.

As part of the District's Master Construct and Implementation Program, future improvements at McAuliffe include providing approximately 730 square feet of administrative programming space in the permanent building to properly house both the Speech and RSP programs. Per the adopted Educational Specifications, the counselor and psychologist rooms require at least 150 square feet each. As the counselor office is currently in a space that could serve a support program with the need for greater square footage, finding a new home for the counselor office will eliminate the need to construct new administration space. There are two locations where there are two adjacent supply rooms: between Rooms 21 and 23 and between Rooms 34 and 36. By converting either set of these supply rooms into 1 larger office space, may create sufficient space to house the counselor room, allowing the current counselor space to house RSP and Speech, thereby eliminating the use of 2 additional portables for support space. This will be further studied once the design process is underway.

Ritchen Elementary School

The renovation of classroom interiors is proposed to support 21st Century learning methods and environments for the 28 permanent learning spaces including a learning space to support the Science and Technology Academic lab and one space to support a Piano Lab. A modernized 21st Century library/media center is proposed to support virtual learning, student engagement and collaboration. A renovated MPR is proposed, which will primarily include **new projector and screen, replacement of the stage with a smaller, demountable stage, replacement of a limited amount of ceiling tile, kitchen upgrades as listed, structural repair as necessary and supplemental or new cafeteria tables, as directed by the district.** All facilities are to be modernized according to the 21st century standards above and according to the District's vision and specifications (**Attachment A**).

The District's adopted K-5 Educational Specifications for schools serving 700 students includes a total of 23 standard classrooms, 4 kindergarten/transitional kindergarten classrooms, and 1 special education/RSP classroom. In total, 28 classroom spaces are provided for new or reconstructed K-5 schools per the Educational Specifications.

Upon completion of the two flex classrooms, there will be 30 permanent classrooms at the site, exceeding the District-approved 700 student Educational Specifications for a K-5 school. A combination of TK, Kindergarten or SDC classrooms will move into these new classrooms, resulting in their prior classroom space being available to be repurposed for a Science and Technology lab to better support the science and technology curriculum with space for projects, science experiments and/or building projects. This space may be used as a science lab for students throughout the school to rotate into throughout the school day. Additionally, the library/media center and the introduction of 1:1 mobile devices for all students allows the repurposing of the existing computer lab into a piano lab pursuant to the District's vision and Educational Specifications for K-5 schools.

As part of the Master Construct and Implementation Program, future improvements at Ritchen include providing approximately 480 square feet of administrative programming space in the permanent building to properly house the RSP program. By reorganizing the classes in various rooms, the RSP and Intervention programs can utilize a classroom (Room 17) without the need of constructing new administrative space.

For example, the reorganization could follow this schedule:

- TK/Kinder classrooms: Rooms 2, 5, 6, 2 new Flex classrooms
- 1st Grade: Rooms 1, 3, 4, 8
- 2nd Grade: Rooms 9-12
- 3rd Grade: Rooms 18, 19, 22, 23
- 4th Grade: Rooms 24-27

- 5th Grade: Rooms 28-31
- SDC: Room 7
- Science/Tech Focus Classroom: Room 20
- Piano Lab: Room 21
- RSP/Intervention: Room 17
- Additional general purpose classroom: Room 13

INTERIM STUDENT HOUSING PLAN

Construction activities for the proposed modernization improvements at these schools would require a coordinated sequencing program to accommodate the student population given the need to improve occupied school sites. Construction activities of the proposed scope are estimated to take between 4 – 6 months of construction. The need to house students in interim facilities will nonetheless be required. The District will provide interim housing offsite and coordinate with the site administration and the design/construction team to provide a safe and secure construction area.

II. MASTER BUDGET, TIMELINE, & PROJECT SCHEDULE

The preceding narrative description of the Project is articulated below as to budget, timeline, and schedule. All components, including the education specifications described in **Attachment A**, may be modified pursuant to direction from CFW or the District as required.

SUMMARY BUDGET:

The construction budget (projected guaranteed maximum price construction contract, if subject to lease-leaseback agreement), for the project(s) is inclusive of general conditions and requirements, contractor fees and overhead. The soft costs include design fees, furniture and equipment, consulting services, testing and inspection services, agency approval fees, etc. The total “all in” (construction and soft costs combined) budget is estimated in current dollars (including contingencies, and both hard and soft costs), including demolition and site work.

McAuliffe Elementary School

The construction budget = \$3,471,821, the total “all in” budget = \$4,959,744

Estimated Cost	#CRs	Amount
McAuliffe Elementary		
21st Century upgrades to existing permanent classrooms	28	\$ 3,878,448
21st Century upgrades to library/media center		\$ 372,368
Improvements to the MPR area		\$ 436,372
Upgrades to the HVAC system		\$ 267,556
Convert supply rooms into office space		\$ 5,000
Total	28	\$ 4,959,744

Ritchen Elementary School

The construction budget = \$3,434,095, the total “all in” budget = \$4,905,850

Estimated Cost	#CRs	Amount
Ritchen Elementary		
21st Century upgrades to existing permanent classrooms	28	\$ 3,822,781
21st Century upgrades to library/media center		\$ 372,368
Improvements to the MPR area		\$ 443,145
Upgrades to the HVAC system		\$ 267,556
Total	28	\$ 4,905,850

METHOD OF DELIVERY

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

III. SELECTION SCHEDULE AND METHOD OF SELECTION

SUMMARY TIMELINE & SCHEDULE:

Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible. While the District anticipates commencing construction in 2021 and 2022, it is the District's intent to complete the design plans as early as possible to qualify for State Aid:

- **Anticipated Board meeting to approve Architect contract (subject to change):** October 9, 2019
- **DSA Submittal:** April 2020
- **DSA Approval:** October 2020
- **Bidding/Start Construction:** July 2021 (McAuliffe Elementary); July 2022 (Ritchen Elementary)
- **End Construction:** January 2022 (McAuliffe Elementary); January 2023 (Ritchen Elementary)

ASSIGNMENT PROCESS:

Firms may elect, or decline, to participate in the assignment process for these projects. Any decision will not affect future opportunities. Firms should carefully review the detailed information and submittal requirements contained within this package. Teams that wish to visit the project sites to make further observations will be notified of the opportunity for a site visit. CFW will organize a single tour of the sites for all interested teams. Please do not visit the sites without coordinating with CFW.

Once the proposal deadline has passed, the District, via CFW, will begin arranging interviews with firms that have submitted a complete and germane response that can be built to budget. The design firms should include staff assigned to the project in the interview process. The interview results will be considered along with the proposed design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product.

DESIGN CONSIDERATIONS & PROJECT VISION

The design team should be familiar with the District's mission, goals, and education program. Proposed designs should draw attention to this unique, once in a generation opportunity to transform McAuliffe and Ritchen Elementary Schools. Successful designs will convincingly convey how proposed improvements will promote academic achievement, flexible use, resource efficiency, and integration of the educational program. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote student success and effective 21st Century learning environments for students.

Proposals should include the following:

- Description of community-oriented design approaches
- Design features and themes that reflect the 21st Century learning environments

- Supporting information as to why particular design approaches or elements are proposed and what their effect on the community and the student learning experience will be

It is important for each responding firm to be mindful of the culture and character of the McAuliffe and Ritche communities and incorporate this in the proposed design. **Attachment A** of this package, attached separately, describes the vision, including detailed room specifications, required for the projects. **Firms are expected to fully understand and apply this vision** as they prepare proposals in response to each of the required submittal requirements posed at the end of this package.

SELECTION SCHEDULE

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

- | | |
|--|--------------------------------------|
| • Project selection package sent to prequalified firms: | August 30, 2019 |
| • Participating teams notify CFW of their intent to provide a proposal: | September 3, 2019 |
| • Project Briefing and Site Visit of McAuliffe and Ritche Elementary Schools | September 5, 2019, 1pm |
| • Responses due: | September 13, 2019, by 1pm |
| • Review of submittals and interviews completed: | Week of September 16, 2019 |
| • Recommended selection announced: | Week of September 16, 2019 |
| • Board action on recommended firm and execution of contract: | October 9, 2019 or thereafter |

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

SUBMITTAL FORMAT & REQUIREMENTS

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the proposed projects, and the firm’s unique qualifications to pursue the projects. Proposals must include a cost estimate for the identified improvements, using the provided cost comparison sheet (**Attachment B**), comparing the estimates to the District’s project budget and specifications. In addition, the proposal should include, but not be limited to, the following:

1. Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project program as referenced in the Project Description. Include examples of elementary school renovation projects and relevant experience.
2. Discuss the challenges of a phased school renovation, with construction creating a minimal impact on the existing operational school facilities.
3. Provide design concepts that meet the Project requirements. Provide floorplans, elevations, and other relevant illustrations for the 21st Century classrooms and library improvements. Additionally, provide information pertinent to your firm’s approach to 21st Century classroom design, including how existing facilities can be repurposed to provide a similar educational experience to newly constructed classrooms.
4. Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the proposed project.
5. Discuss the firm’s experience with the District’s preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm’s experience.
6. Discuss the role of the assigned personnel, the benefits they bring to the Project, and their assigned level of participation. Please be specific, including their relevant experience in renovation and 21st Century facilities design.
7. Provide a brief summary of community-oriented design approach, and proposed strategies to reflect the unique character and culture of the surrounding community in the creative design process. Photos and commentary from design team neighborhood visits are encouraged.

8. Using the attached **Attachment B** cost comparison excel sheet, provide a line item cost estimate for the firm's proposed design concepts. Total costs should be provided as "all-in" project costs that integrate hard and soft costs. The estimate should include:
- a) Your understanding of project details by component, unit, and unit cost in a table format;
 - b) Adequate notation specifying significant assumptions of the cost estimate;
 - c) A separate line item identifying the cost for FF&E;
 - d) Values in current dollars only—do not escalate your estimates; and
 - e) Written narrative, only if the firm believes it is necessary to communicate information in the tables, however, the priority shall be in delivering the data in tabular format exportable to Microsoft Excel by using the provided **Attachment B** cost comparison sheet

Limit response to no more than ten (10) double-sided 8 ½ x 11 pages, and twelve (12) 11 x 17 drawings to illustrate the conceptual proposals for the Project. Submit in PDF format via email Jordan Miles (jmiles@cfwinc.com) by no later than 1:00 pm PDT, Friday , September 13, 2019. Questions may be addressed to Jordan Miles at jmiles@cfwinc.com or (323) 202-2550.

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

ATTACHMENT A: VISION & SPECIFICATIONS

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MODERNIZATION OF MCAULIFFE AND RITCHEN ELEMENTARY SCHOOLS:

SUMMARY

The Oxnard School District has adopted a Master Construct and Implementation Program to transform the functionality of school facilities and improve academic achievement. As established by the District’s plan, the modernization of McAuliffe and Ritchen schools represent a critical step in providing 21st century schools throughout the District.

The following document provides the District’s vision for kindergarten classrooms, standard classrooms, SDC severe classrooms, piano labs, library/media centers, MPRs, and support space improvements. The vision and specifications for each type of room have been developed with the input of District staff as well as teachers, former school administrators and professional facilities consultants. The criteria specified are provided to supplement approved educational specifications and provide a framework for room design appropriate for 21st Century classroom instruction.

As such, a thorough understanding of the functions performed in these rooms is critical so that the form can adequately follow. Much of the functionality in the new classrooms will be achieved through the use of innovative furniture, fixtures, and equipment. As the essence of the project, these elements will enable instructors to transform their teaching pedagogy.

When in doubt, the design team is encouraged to consult with CFW, the District’s Program Manager and author of this document. Please realize that this document or content is proprietary to CFW and protected under the laws of California and the United States, may not be reproduced or benefit beyond

the intended use herein and is extended to the District for this sole purpose under its contractual obligation and cannot otherwise be used without the explicit written approval of Caldwell Flores Winters, Inc.

KINDERGARTEN CLASSROOMS: Vision & Specifications

OVERVIEW

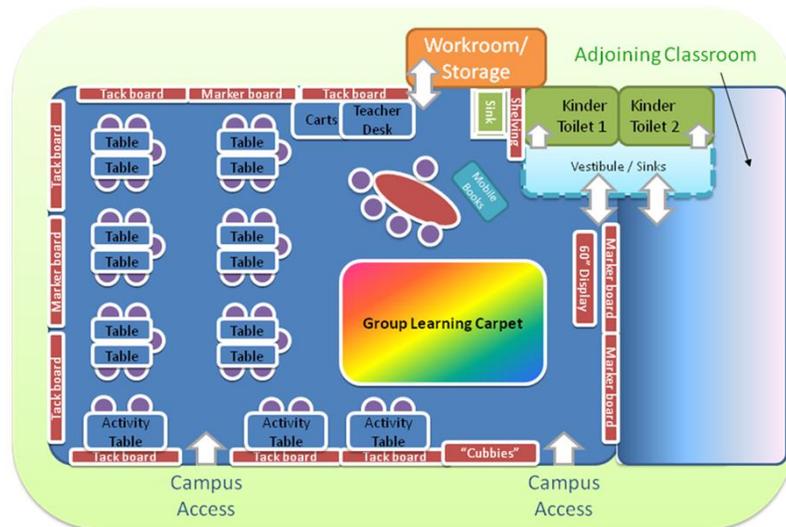
Pursuant to the Board-approved Educational Specifications in the Master Construct and Implementation Plan, kindergarten classrooms will each be 1,100 square feet, not including 150 square feet of work/storage space, and 100 square feet of restrooms, for a total area of 1,350 square feet each. The best design solutions include kindergarten classrooms being designed to share work/storage area and restroom area, wherever possible.

VISION FOR KINDERGARTEN CLASSROOMS

It is the beginning of the school day. When you enter the kindergarten classroom, you see the entire class of small children sitting on a carpet with the teacher leading a discussion. The teacher interacts with the children on topics including the day’s events and what they will be learning, the date and weather, behavior expectations or redirection, review from yesterday learning or reading a short story. The teacher asks the class a number of questions and children share their answers with the whole group or with their “share partner”. The children are encouraged to ask questions of the teacher and of their peers.

Following the whole class meeting, the children disperse to various “stations” in the classroom. From this point on, the classroom becomes very noisy with children talking, sharing and some working independently. The classroom is designed to foster creativity, investigation and inquiry. Typically, there are four different stations with the teacher working with a small group of children

at a fifth station. These stations are at round or square tables with chairs, four or five children to a station. At these stations, the children are working with other children or independently on tasks. One station has a reading focus, another station a writing focus, a third station designing and building focus, and a fourth station a science or social studies focus. At two or three of these stations, the children have a 1:1 device.



This particular day, the children are using their 1:1 device to take pictures of a drawing they and their peers did earlier in the week, then sequencing their pictures to tell a story, and finally writing the story using one of the apps on the handheld device. At another station, the handheld devices are used with headphones as the children participate in a phonemic awareness lesson. At the science station, the students are observing and interacting with the insect collections they have gathered in their plastic collecting jars as well as with pictures of the insects' habitats. At the design and building station, the students work together to create "things". They are creating and building their designs in a fairly large area on the floor. Today the students are using containers and material they collectively brought from home, i.e., dry cereal boxes and cylinders (oatmeal), tubes from paper towels, all of various sizes and shapes, and masking tape. The students are using tape and marking pens

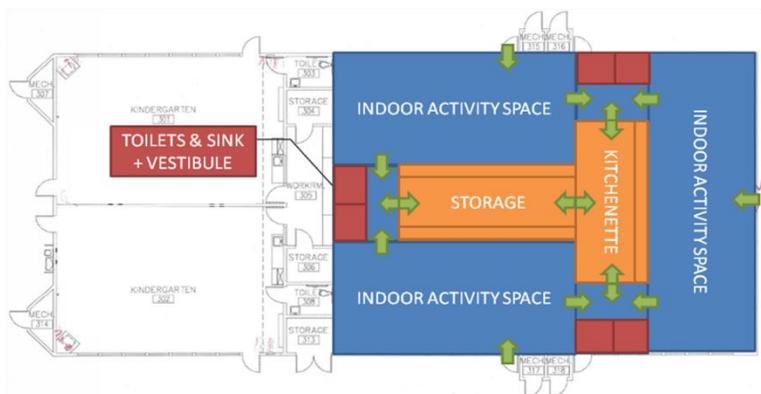
to make their creations. Later, they record their creations by taking a picture with their handheld device and use it to write a story on their handheld device at the writing station. At the reading station, the students are reading from little books that are at their appropriate reading level. At the station with the teacher, the students are working on specific reading skills they need to learn.

After the end of the reading and writing time, the teacher creates a whole new set of stations for math. It is the same set up as for reading, only using math concepts and manipulates at each of the stations. These new math instructional materials are brought into the room from the workroom and the reading materials are removed as necessary to make room for the new instructional materials. The students use their handheld devices at some of the stations and math manipulates at other stations.

After reading and math, the teacher works with the students on science or social studies content. This begins with the children in a whole group on the carpet on the floor with the teacher teaching a specific concept to the students. The students then break into groups to work on material related to the specific curriculum content. The teacher uses such devices as document cameras, dissecting scopes, and displays related to the scientific concepts the students are learning.

There are three tables around the perimeter of the classroom. These are the same tables that were used for the reading and math stations. On these tables are scientific units of study. The items at the stations are labeled with the scientific words. Because the students are learning about insects, a picture of an insect with the various body parts labeled is on the wall above the table. There are various specimens of insects for the students to view. There are "bug collecting (plastic) jars" for the students to catch bugs and bring them into the classroom for observation. At another table there are various insect habitats to view, some are pictures and some real specimens, such as an ant colony that is able to be viewed through a clear plastic frame. These stations are designed for students to observe and to be "curious" about what they are seeing, to investigate and to learn more. On the wall are various students drawings related to the scientific units of study. The

students will use the handheld devices to further investigate and answer their own questions or questions their classmates may have.



The walls are full of “rich print” material. There are multiple places for students to work to be displayed. There are multiple white boards on which the teacher can explain concepts or project images from the document camera or using a handheld device. Student work can be displayed on these white boards using magnets.

In the classroom, there are two bookshelves to store science and math manipulates and art supplies needed for the learning centers. There are also “cubbies” for the students to store their backpacks and other treasures. There is a movable multiuse cart that can charge 1:1 devices. Books shelves that hold the little books for students to read are located near the reading center. A book holder for the big books the teacher reads to the whole class is located near the rug area that the children sit on during whole class groups. These books are also available to the students to read and look at when they have finished their work at their centers. There are painting easels that are taken outside during painting time. There is a sink that is needed for science and art projects and for washing hands prior to lunch.

The teacher has a desk off to the side and at the back of the classroom. There is a 4-drawer filing cabinet and a laptop computer. The bathroom is accessible from the classroom so that the young children do not need to leave the classroom to use the restroom. The bathroom is divided into two parts: a

toilet room and sink area, as described in the technical section of this document. If permitted by code, the sink is fully located within the classroom area and doubles as both a hand washing sink for the toilet rooms and a general purpose sink for classroom activities.

In one corner of the room is a built-in alcove that can be used to store mobile carts. This space needs to be designed at a depth of approximately 30 inches and be as long as 15 feet but no less than 9 feet. Two shelves will run the length of the alcove, with the lowest shelf starting at least five and half feet above the floor. Sliding markerboards will be installed that can slide to cover the entire length of the alcove.

SPECIFICATIONS OF REQUIRED ELEMENTS

The new kindergarten classrooms must, upon completion, be furnished and equipped to realize the above vision. Classrooms must also conform to the educational specifications approved by the Board of Trustees.

FURNITURE & FIXTURES REQUIRED:



Examples of kindergarten-appropriate tables arranged for group activities. When pulled apart, these tables can seat up to six students each.

Tables and chairs: Tables will be 2 feet by 4 feet and arranged into a configuration of five “pods,” each providing five seats. Flexible and moveable desks that easily form into table groupings are another alternative for student tables. Seating is easily moveable and provided at a size appropriate for

kindergarten-aged students. Tables and seating must accommodate 24 students per educational specifications.

One kidney or puzzle-piece shaped table is provided, with additional student chairs. Also provided are three or four additional activity tables that use the same 2 feet by 4 feet dimension of student tables. An instructor desk and chair, file cabinet/storage on casters, and moveable book cart on casters are also required furnishings.



Examples of agile tables and seating for small children that enhance collaboration and group work.

Tackboards: At the kindergarten level, there is a significant need for continuous wall spaces throughout the room that the instructor can use to pin student work, learning concepts, and other materials. Floor-to-ceiling tackboards should be used where possible to provide maximum utility to available wall space. A typical wall panel may be 8 feet in height by 4 feet in width and be interspersed with similarly sized markerboard or whiteboard panels that provide a writable surface. Kindergarten classrooms will need to have approximately 55 percent of the total lineal wall area covered with strategically placed tackboards.

Markerboards: Multiple writable surfaces are required on wall surfaces throughout the room, preferably at floor-ceiling height to allow students and teachers to use available wall surfaces for drawing, writing practice, or group activities. Maximum flexibility will be achieved if surfaces are available on each of the four walls of the room. Design solutions that provide the ability to slide boards upwards or to the side in order to reveal tack-board surfaces

beneath are highly encouraged. Marker boards should also be magnetic, to allow instructors to attach student exemplars where needed for instruction. The remaining wall space not covered with tackable material will need to be covered with marker boards throughout the classroom. This includes the sliding markerboards used to cover exterior windows.

Storage units: Traditional classroom casework often monopolizes wall space and can fill the room with storage functions that are better supplied in an adjacent storage/workroom. A limited supply of casework is required within the classroom for storage of frequently used manipulates and supplies, with remaining casework and shelving required in the attached 200-square foot workroom for storage of occasional-use materials. Innovative storage solutions that utilize bins, pullout containers, or rolling carts for frequently utilized items may be considered a superior solution to traditional casework drawers and cabinets. Cabinetry underneath and around the classroom sink is appropriate. Typical “cubbies” should be provided for student storage of backpacks, lunch bags, and other materials.



Examples of mobile storage carts and cabinets for illustration purposes only; actual products selected for the project may vary.

Window coverings: Walls with windowed surfaces may be covered by marker boards that slide on a track to provide the option of obscuring the windows when additional writing surface is needed or darkening the room when natural light needs to be reduced.

Sinks: Water supply will be required on occasion as a component of art and science activities or cleanup. One sink is required in the classroom area and should be accessible to the height of kindergarten students.

Lighting fixtures: Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare on electronic screens. Options to provide energy efficient solutions may be considered.

EQUIPMENT REQUIRED:

High-Definition (HD) TV displays: Three HDTV displays measuring at least 60 inches diagonally are required to support the vision described herein. Display requirements include a minimum of three HDMI inputs, and either built-in Wi-Fi equipment or an attached accessory device that provides Wi-Fi accessible services. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors. The display should be mounted on a reliable adjustable arm positioned so that the bottom of the display is 5 feet above the floor. The mounting should also provide the option of extending the display out from the wall one to two feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45 to 90 degrees. Cabling should be obscured behind the mount and within the wall.

Audio/video box: A ceiling-mounted housing, preferably flush with the suspended ceiling tiles, shall provide space (e.g. equivalent to a 2U equipment rack) for a switching mechanism that allows the instructor to change the video or audio source sent to the display. Given this AV switch/matrix, the instructor is able to select various desired input sources from a handheld device or remote control. Inputs may be housed elsewhere in the room or within additional remaining space provided by the AV box. Inputs may include:

1. Laptop or tablet connected to the instructor's station (e.g., enabling the instructor to share a slideshow or demonstrate a mobile device app)

2. DVD player (e.g., enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera
4. Other devices that generate video or audio content

In addition, four in-ceiling speakers will be required to be placed in each classroom to enhance classroom audio and project instruction from the teacher. This system should allow the teacher to project her voice to the class or enhance audio components of the curriculum.

SUPPORT SPACE REQUIRED:

Workroom and storage area: Educational specifications require 150 square feet of storage space and workspace is to be provided for every 1,100 square foot kindergarten classrooms. For three classrooms, a total storage area of 450 square feet is designed to be used by all of the classrooms. The storage room is accessible from each of the kindergarten rooms.

The storage room would contain a long wall that provides cabinetry below a counter top as well as open shelving running the length of that wall above the counter top. As much open shelving as possible should be provided. Sufficient open floor space is needed to allow a cart to be rolled into the room, loaded with supplies by the instructor, and then rolled back out into the classroom for student instructional use. To the extent possible given this open space requirement, shelf space should be provided from floor to ceiling on up to two additional walls. The location of the door along the fourth wall should be along the center of its length so as not to conflict with shelving on adjacent walls.

Toilets: The bathroom should be divided into two areas. A door from the classroom leads into the first area, a vestibule that may also connect to an adjoining kindergarten classroom. The vestibule contains one sink per classroom to which it connects. The two walls of the vestibule that separate it from the classroom feature large windows that provide transparency between the classroom and sink space to improve teacher supervision and

increase safety. Within the vestibule is a door leading to a toilet room containing a single age-appropriate toilet fixture. The doors do not reach the floor so that teachers are able supervise students by seeing the students' feet. The toilets are designed so that they are able to be shared by multiple kindergarten classrooms.



Kindergarten toilet area, separated from the classroom and workroom areas

GENERAL PURPOSE CLASSROOMS: Vision & Specifications

OVERVIEW

Pursuant to the Board-approved Educational Specifications in the Master Construct and Implementation Plan, classrooms are being transformed into 21st Century learning spaces to support flexible, collaborative and unstructured teaching methodology as well as use interactive learning tools. This document is divided into two parts: a vision that describes the anticipated use of the classroom from the perspective of an individual observing the new facilities upon completion and a description that provides

a detailed assessment of each design element required to achieve the stated vision.

CLASSROOM VISION

When you enter the classroom, you see students working in groups of 4 or 5. They are at tables, some are sitting some are at the white board writing and some are using an electronic device to help solve the problem they have been given to solve. They are working on solving a problem that combines skills they have acquired in math, science and language arts. The teacher interacts with the students by walking around the room answering questions. At times, the teacher helps the students find the answers on the iPad. The teacher has noticed that a number of students are struggling with the same concept. She commands the attention of the entire class and projects the information needed to clarify the concept on the monitor in the front of the room. Other times, the questions the students have are related to their specific group work and the teacher writes on the white board that is near where the group is sitting. Students also respond on the white board to the teachers' instructions and with their table group. Other students are projecting their work on the Wi-Fi monitor near their work group so that all students in the group can interact with the information.

After an hour, the teacher asks all of the students to put their work away in a space designated for each student on a multiuse cart in the room. They place their iPad on the shelf below their chair. The teacher directs their attention to the front of the room. She wants to show them a video clip to introduce the next set of skills and concepts will be taught in social studies. The children are encouraged to ask questions of the teacher and of their table groups.

Following the whole class instruction, the students change work groups and begin to work on the skills related to the previous set of instructions. They are able to locate information needed on their iPad and share information with their table partners. This classroom is noisy with the sharing and seeking for information and the solving of problems using information in real life

integrated learning units. The classroom is designed to foster creativity, investigation and inquire as well as collaboration. It is designed for maximum flexibility and makes the students feel welcome and comfortable.

In one corner of the room is a built-in alcove that can be used to store mobile carts. This space needs to be designed at a depth of approximately 30 inches and be as long as 15 feet but no less than 9 feet. Two shelves will run the length of the alcove, with the lowest shelf starting at least five and half feet above the floor. Sliding markerboards will be installed that can slide to cover the entire length of the alcove.

In the classroom, there are four multi-use carts, one with individual cubbies for each student to store their personal items and backpacks and three additional carts for storing learning material and supplies. There are two movable bookshelves to store books and learning supplies. There is a cabinet around the sink. The need for supplies has been reduced by the use of the iPad which stores textbooks and other books the students need as well as the internet for research. There are hardbound books and other learning manipulates in the classroom, but they too are reduced in number.

There is one sink in the room for students to wash their hands as well as for art and science experiments. The teacher has a desk off to the side and at the back of the classroom. There is one two drawer filing cabinet and a laptop computer for the teacher.

DESCRIPTION OF REQUIRED ELEMENTS

Classrooms modernized, reconfigured, or constructed must, upon completion, be fully furnished and equipped to realize the above vision. Classrooms must also conform to the Educational Specifications approved by the Board of Trustees.

FURNITURE & FIXTURES REQUIRED:

Tables and seating: Student work area are either mobile tables that seat 4 students or individual desks that are mobile and can be arranged into

multiple configurations to support differing instructional needs. Seating is mobile as well and provided at a size appropriate for the grade level age of the students. Both the tables or desks and chairs have casters that can be locked to provide for easy movement and flexibility. Tables or desks and seating accommodate up to 24 students for grade 1, up to 26 students for grades 2-3, and up to 34 students for grades 4-5, per educational specifications.



One “kidney” or “puzzle piece” shaped table is provided for either group work or for teachers to work with small groups of students. An instructor desk, chair and two drawer file cabinet are also required furnishings.



Tackboards: There is a need for some wall spaces throughout the room that may be utilized by the instructor to pin student work, learning concepts, and

other materials to the wall. Tackboards are preferably placed at floor-ceiling height to provide maximum utility to available wall space. A typical wall panel may be 8 feet in height by 4 feet in width and be interspersed with similarly sized markerboard or whiteboard panels that provide a writable surface. General classrooms will need to have approximately 35 percent of the total lineal wall area covered with strategically placed tackboards.

Markerboards: Multiple writable surfaces are required on wall surfaces throughout the room, preferably at floor-ceiling height to allow students and teachers to use available wall surfaces for drawing, writing practice, or group activities. The remaining wall space not covered with tackable material (approximately 65 percent of the total lineal wall space) will need to be covered with markerboards throughout the classroom. This includes the sliding markerboards used to cover exterior windows. Maximum flexibility will be achieved if surfaces are available on each of the four walls of the room. Marker boards should also be magnetic, to allow instructors to attach student exemplars where needed for instruction.

Window Coverings: Walls with windowed surfaces may be covered by marker boards and/or tackboards that slide on a track so as to provide the option of obscuring the windows when additional writing surface is needed or darkening the room when natural light needs to be reduced.

Sinks: Water supply will be required on occasion as a component of art and science activities or clean-up. One sink is required in the classroom area and should be accessible to the height of first through fifth grade students.

Storage units: Traditional classroom casework often monopolizes wall space and can fill the room with storage functions and reduce classroom square footage that is needed for instruction. Mobile storage units are provided in the classroom for storage of instructional materials. The mobile storage units should be placed where tackboard is placed on the walls or in the alcove designed to store the mobile units to allow for markerboard space to remain uncovered so that it is able to be used for instructional purposes. Innovative storage solutions that utilize bins, pullout containers, or rolling carts for

frequently utilized items may be considered a superior solution to traditional casework drawers and cabinets. Cabinetry underneath and around the classroom sink is appropriate. Typical “cubbies” should be provided for student storage of backpacks, lunch bags, and other materials.

Lighting: Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare on electronic screens. Options to provide energy efficient solutions may be considered.

EQUIPMENT REQUIRED:

High-Definition (HD) TV displays: Three HDTV displays measuring at least 60 inches diagonally are required to support the vision described herein. Display requirements include a minimum of three HDMI inputs, and either built-in Wi-Fi equipment or an attached accessory device that provides Wi-Fi accessible services. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors. The display should be mounted on a reliable adjustable arm positioned so that the bottom of the display is 5 feet above the floor. The mounting should also provide the option of extending the display out from the wall one to two feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45 to 90 degrees. Cabling should be obscured behind the mount and within the wall.

Audio/video box: A ceiling-mounted housing, preferably flush with the suspended ceiling tiles, shall provide space (e.g. equivalent to a 2U equipment rack) for a switching mechanism that allows the instructor to change the video or audio source sent to the display. Given this AV switch/matrix, the instructor is able to select various desired input sources from a handheld device or remote control. Inputs may be housed elsewhere in the room or within additional remaining space provided by the AV box. Inputs may include:

1. Laptop or tablet connected to the instructor’s station (enabling the instructor to share a slideshow or demonstrate a mobile device app)
2. DVD player (e.g., enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera
4. Other devices that generate video or audio content

In addition, four in-ceiling speakers will be required to be placed in each classroom to enhance classroom audio and project instruction from the teacher. This system should allow the teacher to project her voice to the class or enhance audio components of the curriculum.

SPECIAL USE CLASSROOM:

“Science and Technology” and “STEAM” Rooms: It is important to note that a general purpose classroom may also be utilized for more specialized activities to support either Science and Technology or STEAM (science, tech, engineering, arts, math) activities as well. No changes are required to the fundamental design of a room designated for Science and Technology or STEAM activities, however during project design the District may wish to specify a unique set of furniture, fixtures and equipment for one or more rooms in order to meet the specific needs of the educational program.

SUMMARY

The vision and description of classrooms contained herein has been developed with the input of District staff as well as elementary school educators, former school administrators and professional facilities consultants. Collectively, the criteria specified is provided to supplement approved Educational Specifications and provide a framework for classroom design that creates a true 21st Century facility, as opposed to a 20th Century classroom design that has been built in the 21st Century.

As such, a thorough understanding of the functions performed in these spaces is critical so that the form can adequately follow. Much of the functionality in the classroom space is achieved through innovative choices

on furniture, fixtures, and equipment (FF&E). As the “essence” of the project, these FF&E elements will enable instructors to transform their teaching pedagogy. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized.

When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District’s Program Manager and author of this document.

SDC CLASSROOMS (Severe) Vision & Specifications

OVERVIEW

Where required, Special Day Classroom (SDC) will be modernized to support the teaching of special education classes for severely handicapped students (“Severe”) in core subjects, such as English, language arts, math, science, and social studies.

SDC CLASSROOM VISION

As you enter the classroom, you see the approximately eight students and five adults that serve the special needs of the students. Some students are in wheelchairs, others are in special devices that assist them with mobility, and others are ambulatory. The teacher and classroom aids interact with the students to meet their specific needs. One of the primary learning goals is for the students to learn daily life skills such as simple cooking, doing laundry, cleaning themselves and purchasing items. Some of the students have unique medical problems that require constant supervision and monitoring. Because of the unique needs of the students, there are different interactive learning devices and software on computers.

Typically, the main floor area of the classroom is open to allow for moving wheelchairs and other mobile devices around the room. There is a group of mobile desks and mobile chairs located in one area of the room. All of the desks are wheelchair accessible. There is a bank of five computers located in another area of the room. A small kitchen with a sink, refrigerator, stove and microwave is accessible from the classroom and is located between two classrooms so that it can be shared. There is also a shared bathroom with a toilet, sink and wheelchair accessible shower.

The walls are full of “rich print” material. There are multiple places for students to work to be displayed as well as learning charts. There are white boards located on one wall on which the teacher can explain concepts or project images using a handheld device. Student work can be displayed on these white boards using magnets.

In the classroom, there are three mobile storage units to hold learning materials. The teacher has a desk off to the side and at the back of the classroom. There is one two drawer filing cabinet and a laptop computer.

DESCRIPTION OF REQUIRED ELEMENTS

Classrooms for the severely handicapped modernized, reconfigured, or constructed must, upon completion, be fully furnished and equipped to realize the above vision. Classrooms must also conform to the Educational Specifications approved by the Board of Trustees.

FURNITURE & FIXTURES REQUIRED:

Tables and seating: There are 8 individual student desks and chairs that are easily moved. There is an activity table for students and teachers to work together. There are computer tables and mobile chairs to hold five computers. An instructor desk and chair, a locking two drawer file cabinet, and three mobile storage units on casters are also required furnishings.



Tackboards: There is a significant need for continuous wall spaces throughout the room that may be utilized by the instructor to pin student work, learning concepts, and other materials to the wall. Tackboards are preferably placed at floor-ceiling height to provide maximum utility to available wall space. A typical wall panel may be 8 feet in height by 4 feet in width, and be interspersed with similarly sized wall panels that provide a writable surface (see marker boards).

Marker board (whiteboard): Writable surfaces (markerboards) are required on one wall surface in the room. Marker boards should also be magnetic, to allow for instructors to attach student exemplars where needed for instruction.

Window Coverings: Walls with windowed surfaces may be covered by marker boards and/or tackboards that slide on a track so as to provide the option of obscuring the windows when additional writing surface is needed or darkening the room when natural light needs to be reduced.

Platforms, shelves, and cabinetry: Traditional classroom casework often monopolizes wall space and over-saturates the room with storage functions that are better supplied in an adjacent storage/workroom. A limited supply of casework is required within the classroom for storage of “everyday” use manipulates and supplies, with remaining casework and shelving required in workrooms for storage of “occasional” use materials. Innovative storage solutions that utilize bins, pull-out containers, or rolling carts for frequently utilized items may be considered a superior solution to traditional casework

drawers and cabinets. Cabinetry in the kitchen area is appropriate with both upper and lower cabinets and a counter space to be used for preparing food. The sink in the kitchen should be wheelchair accessible.

Lighting: Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare on electronic screens. Options to provide energy efficient solutions may be considered.

EQUIPMENT REQUIRED:

Flat screen display: A single flat screen display measuring at least 60 inches diagonally is required to support the vision described herein. Display requirements include a minimum of 3 HDMI (High Definition Multimedia Interface) inputs, and either built-in WiFi equipment or an attached accessory device that provides WiFi accessible services. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors. The display should be mounted on a reliable adjustable arm positioned so that the bottom of the display is 5 feet above the floor. The mounting should also provides the option of extending the display out from the wall 1-2 feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45-90 degrees. Cabling should be obscured behind the mount and within the wall.

Classroom video/audio source selection switch: A switching mechanism shall be provided that allows the instructor to quickly adjust the video or audio source being provided to the display. The instructor is able to do this from one control or from a handheld device. For example, sources selectable from the switch may include:

1. Laptop or tablet connected to the instructor's station (e.g. enabling the instructor to share a slideshow or demonstrate an iPad app)
2. DVD player (e.g. enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera (described above)
4. Auxiliary device – to be used for alternate devices that generate a video or audio source

Student computing devices: The District's Technology Program will equip the classroom with five computers for the students to use during classroom instruction. The design team should engage the District's Chief Information Officer (CIO) in the selection of the above equipment to ensure compatibility where required.

SUPPORT SPACE REQUIRED:

Kitchen Area: The main classroom area is approximately 1100 square foot with the kitchen area approximately 200 square feet. There are both upper and lower cabinets in the kitchen with a wheelchair accessible sink, stove, refrigerator and microwave. The kitchen area is shared with another 1100 square foot classroom as is accessible from both classrooms.

Bathroom: There is one bathroom that is accessible from each of the classrooms. It contains a toilet, sink and wheelchair accessible shower. The bathroom is approximately 100 square feet.

The vision and description of the classrooms for severely handicapped children contained herein has been developed with the input of District staff as well as special education school educators, former school administrators and professional facilities consultants. Collectively, the criteria specified is provided to supplement approved Educational Specifications and provide a framework for classroom design that creates a true 21st century facility, as

opposed to a 20th century classroom design that has been built in the 21st century.

As such, a thorough understanding of the functions performed in these spaces is critical so that the form can adequately follow. Much of the functionality in the new classroom space is achieved through innovative choices on furniture, fixtures, and equipment (FF&E). As the “essence” of the project, these FF&E elements will enable instructors to transform their teaching pedagogy. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized.

When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District’s Program Manager and author of this document.

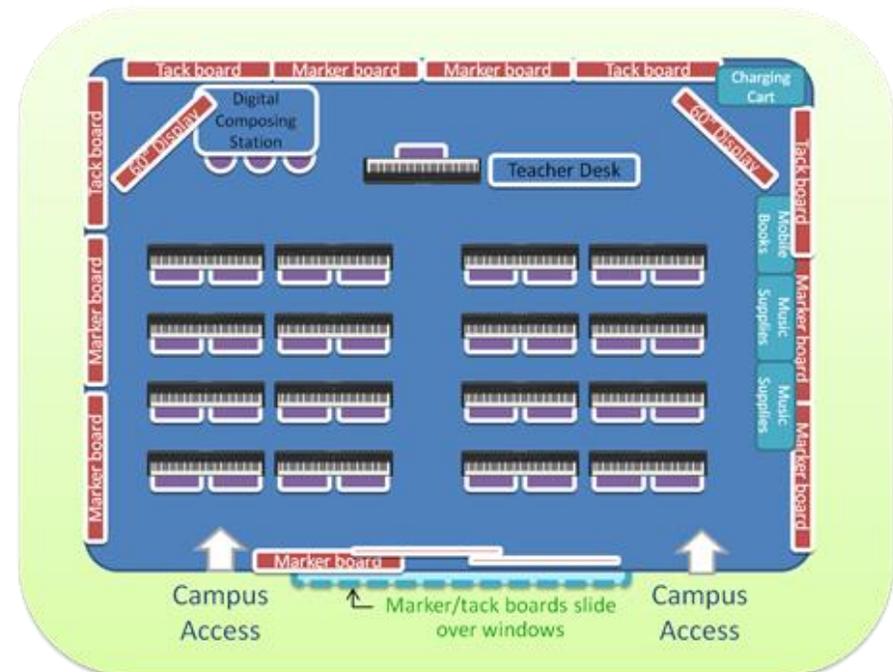
PIANO KEYBOARD LAB: Vision & Specifications

OVERVIEW

The Oxnard School District has adopted a Master Construct and Implementation Program guided by a mission to transform the functionality of school facilities and improve academic achievement. Students will have the opportunity to take a piano keyboarding class. As part of the District’s educational program, one of the standard learning labs should be modernized, furnished, and equipped as a Piano Keyboard Lab. The lab should be designed and modernized per the vision and description herein described. This section is divided into two parts: a vision that describes the anticipated use of Piano Keyboard Lab from the perspective of an individual observing the facilities upon completion of the modernization, and a description that provides a detailed assessment of each design element required to achieve the stated vision.

VISION FOR THE PIANO KEYBOARD LAB

When you enter the Piano Keyboard Lab, you see students sitting at piano keyboards, two students per keyboard. Each student has on headphones and is practicing playing the keyboard at either the upper or lower octave. The room is quiet. The teacher is at the front of the room and is also wearing headphones. There is an instructor keyboard and a large digital board to which the teacher is connected so that he/she can listen to each student individually and provide feedback to the student as to what the student needs to do to improve his/her piano skills and performance. When appropriate, the teacher has all the students take their headphones off and together they play the piece of music. They can hear how they sound within the group as well as how the entire group sounds together.



There are two large flat screen displays at the front of the room. There are several instructional uses for the monitor. At times the instructor can show a video of an exemplary piano and musical performance. Other times the instructor shows a video of the class performance to use as feedback for improved performances. On another day, the instructor uses his/her iPad as



a document camera to show a close-up of a fingering technique on the keyboard.

The piano keyboards are placed in rows with a center isle so that the teacher can walk down the aisle and look down the row at the keyboards to monitor student practice techniques and engagement. There is space between each of the rows that allows for the teacher to move easily behind each of the students to provide individual feedback as necessary. There are a total of 16 student keyboards in the room. There is one instructor keyboard along with the digital board for listening placed at the front of the room. Each of the keyboards is hooked up to the electrical outlet provided along each of the

two walls. The keyboards and the instructors keyboard and monitor device are networked together.

In the classroom, there is a space approximately 12 feet by 2.5 feet in which three mobile multi-use carts can be stored. There are several rows of open shelving beginning about 5 ½ feet from the floor up to the ceiling. This space is enclosed with floor to ceiling sliding white markerboards that can be opened or closed. The mobile units can be moved into or out of this storage area.

The room includes the 21st century amenities and technology components such as full height fixed and sliding white boards, 1:1 interactive functionality, a monitor placed on the front of the classroom wall that also serves as the teaching wall. There are mobile storage units to hold instructional materials and supplies.

SPECIFICATIONS OF REQUIRED ELEMENTS

The piano keyboard lab must be furnished and equipped to realize the vision contained within and conform to the Educational Specifications approved by the Board of Trustees. Specifications are described below to assist firms in developing proposals that are responsive to the needs of the project. Specified elements are required in the room as noted below.

FURNITURE AND FIXTURES REQUIRED

Piano Keyboards and benches: A total of 16 student keyboards need to be provided for the students with 32 individual student benches that are the correct height for the keyboards. The teacher will be provided a keyboard and digital monitoring device as well as a maneuverable desk and height-adjustable swivel chair.

Tables and chairs: Two tables with casters that fold up and are easily moved with 8 chairs of appropriate size for 4th and 5th grade students need to be provided.

Storage Carts and Cabinets: Instead of built-in casework mobile storage carts and cabinets are used to meet any classroom storage needs. The piano lab needs three mobile storage cabinets.



Examples of mobile storage carts and cabinets for illustration purposes only; actual products selected for the project may vary.

Markerboards: Markerboards must be installed on one wall, preferably at floor-to-ceiling height to allow students and teachers greater use of the wall. Walls with window openings may include markerboards that can slide on a track and cover the windows when additional writing surface is needed or the room needs to be darkened.

Acoustical Panels: Affixed to the walls or suspended from the ceiling, as appropriate, sound-baffling acoustical panels will be required to reduce reverberation in the room and optimize the quality of voice and musical performances.

EQUIPMENT REQUIRED

HDTV Displays: Two flat screen HDTV displays measuring at least 60 inches diagonally are required to support the vision described herein. Display requirements include a minimum of three HDMI inputs, and either built-in Wi-Fi equipment or an attached accessory device that provides Wi-Fi accessible services. The display should be mounted on a reliable adjustable arm positioned so that the bottom of the display is 5 feet above the floor. The mounting should also provide the option of extending the display out from the wall one to two feet and thus permitting the display to pivot to the left or

right for an approximate turning angle of 45 to 90 degrees. Cabling should be obscured behind the mount and within the wall.

Care should be taken to select a reliable, cost-effective HDTV product, and consideration should be given to the simplicity, ease, and familiarity with controls that teachers use to adjust the device. With this in mind, architects and engineers are to be mindful of the potential for interference between common infrared remote controls and highly reflective surfaces around the room and may suggest a means by which to avoid signals meant for one HDTV from being received by another.



Example of a 60-inch HDTV mounted to a classroom wall for illustration purposes only; actual products selected for the project may vary.

Audio/video box: A ceiling-mounted housing, preferably flush with the suspended ceiling tiles, shall provide space (e.g. equivalent to a 2U equipment rack) for a switching mechanism that allows the instructor to change the video or audio source sent to the display. Given this AV switch/matrix, the instructor is able to select various desired input sources from a handheld device or remote control. Inputs may be housed elsewhere

in the room or within additional remaining space provided by the AV box. Inputs may include:

1. Laptop or tablet connected to the instructor’s station (e.g., enabling the instructor to share a slideshow or demonstrate a mobile device app)
2. DVD player (e.g., enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera
4. Other devices that generate video or audio content

In addition, four in-ceiling speakers will be required to be placed in the classroom to enhance classroom audio and project instruction from the teacher. This system should allow the teacher to project her voice to the class or enhance audio components of the curriculum.

Student computing devices: The District’s Technology Program has equipped all students with iPads to be used within this high-tech lab environment. The design team should engage the District’s Chief Information Officer (CIO) in the selection of the above equipment to ensure compatibility where required.

SUMMARY

The vision and description of piano keyboard lab contained herein has been developed with the input of District staff as well as elementary school educators and professional facilities consultants. The criteria specified are provided to supplement approved educational specifications and provide a framework for classroom design that creates a true 21st century facility, as opposed to a 20th century classroom built in the 21st century.

As such, a thorough understanding of the functions performed in these spaces is critical so that the form can adequately follow. Much of the functionality in the new learning labs is achieved through innovative choices on furniture, fixtures, and equipment). As the “essence” of the project, these

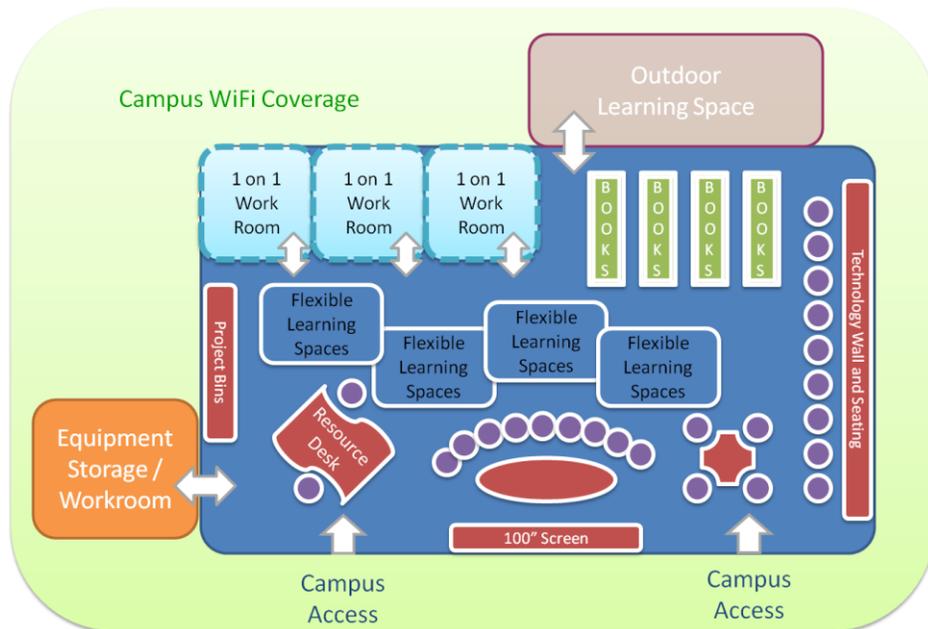
FF&E elements will enable instructors to transform their teaching pedagogy. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized.

When in doubt, the design team is encouraged to consult CFW, the District’s Program Manager and author of this document.

LIBRARY/MEDIA CENTERS: Vision & Specifications

OVERVIEW

The Oxnard School District has adopted a Master Construct and Implementation Program guided by a mission to transform the functionality of school facilities and improve academic achievement. The Library/Media Center should be modernized per the vision and description herein described. This section is divided into two parts: a vision that describes the anticipated use of the Library/Media Center from the perspective of an individual observing the use of the facility upon completion of the modernization, and a description that provides a detailed assessment of each design element required to achieve the stated vision.



LIBRARY/MEDIA CENTER VISION

As you enter the Library/Media Center, you first notice and hear a 90" TV that is mounted on the wall. Immediately surrounding this display, a teacher is instructing a group of students sitting on the floor, on how to use the 3D printer, by projecting her iPad onto the display. When they have completed their instruction, the students move to open areas in the room. Another group of students comes to the area of the monitor. The teacher is demonstrating a coding lesson, and using their individual iPads, the students follow along. When they are complete, another group of students is shown a coding lesson, and using their individual iPads, follow along. Students utilize the Library/Media Center to collaborate, investigate, and solve problems. Thus, the room is noisy – definitely not the quiet library spaces of the past. There is appropriate furniture – flexible and comfortable – throughout the room, and the large open physical space makes the room feel very bright and active. The space encourages teach and student interaction and students feel very comfortable in this learning space.

Students select a digital device if they do not have one, or use their own issued device and sit wherever they are comfortable to read and interact with the technology. On the perimeter of room are places for students to sit, read, and discuss what they are learning. The building has wireless internet connectivity throughout. On one wall are rows of windows with “shelves” along these windows, and stools to sit on. Students are sitting on the stools with their iPad. As they learn something new and exciting, they are sharing it with their fellow students. This space lends itself to students interacting with each other. In another area, students are sitting on the floor working on a project. They are also doing research on their iPads as well as working on various projects.

The Resource Teacher sits at a work station or table that is inviting to students and encourages them to come and seek information or help. The furnishing and size of the work space invites students to approach and collaborate as opposed to creating an intimidating barrier that might keep students away. If a student needs to make up a test or be collaborative, the resource teacher is there to help. The resource teacher – with a kind, friendly, and responsive demeanor – answers questions and provides guidance to students. This teacher might lead a small group lesson on responsible computer use, safety, security, and information reliability – today’s equivalents of learning the Dewey decimal system. In between questions and structured activities, the resource teacher is preparing labs or project materials for students who may only come to school for a few hours each week in support of their homeschooling curriculum.

Along a wall nearby are prepared tubs of student project materials, containing bins with everything a student needs to complete various projects. For example, if a homeschooled student needs to come in for completion of a science project, a tub with the appropriate experiment, instructions, and tools are all there in one place to allow completion of the work. The student takes the tub to a comfortable place in the Library/Media Center to work on

their project and returns to the Resource Teacher, or may choose to work with another student in one of three breakout rooms, when needing support.

There is another area in this room that has six computers along the wall where students learn keyboarding skills or take a small group class with the Resource Teacher on how to use a certain software product such as Microsoft Office or Digital Art software. There is another area where students sit comfortably in chairs, a sofa or café tables to read and discuss what they have read. Hardbound books are on carts with wheels, as well as on a limited built-in bookshelf along one wall. The size of the collection has been reduced because students can access many books on their iPad.

There are also one to one workrooms that allow students to step in with the Resource Teacher to complete homeschooling meetings or other discussions that might require a sound-isolated space. Small groups of students might also use the workrooms to collaborate on projects or assignments. Inside the workrooms, floor-to-ceiling marker boards provide comfortable spaces to write or draw freely. The workrooms feel very open and connected to the rest of the Library/Media Center, as any walls or doors feature transparent surfaces.

Fixtures and finishing in the room contribute to the theme of the school academy. For example, exemplary multi-media project as being displayed in this multi-media focused elementary school.



DESCRIPTION OF REQUIRED ELEMENTS

FURNITURE & FIXTURES REQUIRED:

Tables and seating: A variety of flexible and comfortable seating is provided for 36 students; stools along the technology wall are provided with enough seating for 10 students. Desks that are mobile and can be reconfigured into a variety of orientations are provided for 20 students. Six computer tables with chairs are also provided. In a central location, a circular desk is provided for an instructor to sit in the interior, and interact with students. Against one wall, near the entry, a modified circulation table is provided. This desk would provide space for students to return and check out books, and house the Library Technician's computer. This desk is not easily mobile, but is also not built into the Library/Media Center, so that the space can be rearranged as necessary. In each breakout room, a table and chairs are provided for four students. In the Maker's room, sufficient flexible and mobile table and chairs are provided for eight students.

Shelving and storage: There is book shelving along perimeter walls of the library media center. In addition, there are four sturdy movable bookshelves that can be arranged in different ways to meet the space needs of the room.

There are two additional movable shelving units that contain storage compartments for bins/tubs of activities to hold student learning materials. Additionally, a portion of the Library/Media Center should be set aside as a locked technology storage room.



Examples of mobile storage carts and cabinets for illustration purposes only; actual products selected for the project may vary.

This room would have space and shelving appropriate to store the Library/Media Center’s inventory of iPads on four mobile computer carts. If appropriate, this space could also house the MDF/IDF. This storage would be separate from the textbook storage room and other storage space, and would meet the need to secure the school’s allotment of iPads or other future computing devices provided for each student and teacher when not in active use. In the maker’s room, an additional two movable storage units are provided. In the textbook storage/workroom, tables, four chairs, and four mobile storage units are provided

Lighting: Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare on electronic screens. Options to provide energy efficient solutions may be considered.

EQUIPMENT REQUIRED:

HDTV Display: A single flat screen HDTV display measuring at least 90” inches diagonally is required to support the vision described herein. This display should be surrounded by a sitting area for project presentations. Display



Example of a 60-inch HDTV mounted to a classroom wall for illustration purposes only; actual products selected for the project may vary.

requirements include a minimum of three HDMI inputs, and either built-in Wi-Fi equipment or an attached accessory device that provides Wi-Fi accessible services. The display should be mounted on a reliable adjustable arm positioned so that the bottom of the display is 5 feet above the floor. The mounting should also provide the option of extending the display out from the wall one to two feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45 to 90 degrees. Cabling should be obscured behind the mount and within the wall.

Care should be taken to select a reliable, cost-effective HDTV product, and consideration should be given to the simplicity, ease, and familiarity with controls that teachers use to adjust the device. With this in mind, architects and engineers are to be mindful of the potential for interference between common infrared remote controls and highly reflective surfaces around the

room and may suggest a means by which to avoid signals meant for one HDTV from being received by another.

Audio/video box: A ceiling-mounted housing, preferably flush with the suspended ceiling tiles, shall provide space (e.g. equivalent to a 2U equipment rack) for a switching mechanism that allows the instructor to change the video or audio source sent to the display. Given this AV switch/matrix, the instructor is able to select various desired input sources from a handheld device or remote control. Inputs may be housed elsewhere in the room or within additional remaining space provided by the AV box. Inputs may include:

1. Laptop or tablet connected to the instructor’s station (e.g., enabling the instructor to share a slideshow or demonstrate a mobile device app)
2. DVD player (e.g., enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera
4. Other devices that generate video or audio content

Student computing devices: The District’s Technology Program has equipped all students with iPads to be used within this high-tech environment. The design team should engage the District’s Chief Information Officer (CIO) in the selection of the above equipment to ensure compatibility where required.

MAKER’S ROOM

Visible from the Library/Media Center , through a store-front glass wall, is a maker’s room. The makers room is approximately 480-square feet in size, and includes a 3D printer, as well as a wireless iPad compatible printer for student use. These printers are connected to the computers in the main Library/Media Center space. Students are using the space to collaborate and

build their projects. Mobile storage units are provided to store student projects and student materials.

SUMMARY

The vision and description of Library/Media Center contained herein has been developed with the input of District staff as well as educators, former school administrators and professional facilities consultants. Collectively, the criteria specified is provided to supplement approved Educational Specifications and provide a framework for design that creates a true 21st century Student Resource Center facility, as opposed to a 20th century library design that has been built in the 21st century.

As such, a thorough understanding of the functions performed in these spaces is critical so that the form can adequately follow. Much of the functionality in the new Library/Media Center is achieved through innovative choices on furniture, fixtures, and equipment (FF&E). As the “essence” of the project, these FF&E elements will enable library media instructors and resource teachers to transform their instructional pedagogy. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized.

When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District’s Program Manager and author of this document.

MULTIPURPOSE FACILITY: Vision & Specifications

OVERVIEW

The Multipurpose Facility will support many different uses and function as a main gathering place for assemblies, student performances and athletic

events, in addition to a meal preparation and an eating space. The Multipurpose Facility will be modernized to include new cafeteria furniture, new kitchen equipment and 21st Century upgrades. The vision below provides the perspective of an individual observing the facility upon completion of the modernization, and is followed by a description that provides a detailed assessment of each design element required to achieve the stated vision.

MULTIPURPOSE ROOM VISION

It is early in the morning, prior to school starting. As you enter the Multipurpose Room, you see students eating breakfast sitting at cafeteria type tables. Older students are given a choice of where they would like to sit to eat breakfast or lunch.

Today it is raining outside, so students can gather in the Multipurpose Room during their PE time. They participate in indoor physical activities that involve games where every child is moving. The cafeteria tables have been folded and stored along one wall to create the open space that allows for student movement. The ceiling is clear of any mechanical or structural elements at least 22-feet above the floor, permitting a wide range of athletic uses (e.g. basketball, volleyball).

On other days when it is nice outside, the students can use the space after lunch for group collaboration projects. They might use the cafeteria tables while engaging in an activity when the project calls for an expanse of table space to lay out the project. Students can work and collaborate in this space.

On staff development days, this space is also used by teachers for their staff development. The monitor serves a “screen” for the presenter to project images or presentations. There is also a screen in front of the stage that comes down when the remote control is activated. At times, this screen is used instead of the monitor with a projector or both are used at the same time.

Afterschool, some of the students use the Multipurpose Room to play physical games, such as basketball or volleyball, as a part of the Afterschool Program. The cafeteria tables have been folded and moved along one way to provide floor space in which the students play.

That evening, the school’s choir is presenting their winter concert for the parents. The students perform on a mobile stage. There is lighting and sound provided for student performance. The parents sit on folding chairs that have been placed on the main floor of the building. Earlier in the day, the District’s facilities staff assembled the stage, which was being stored in the storage area. This is the area where the folding chairs are also stored.

The Multipurpose Room serves as a very flexible space for many kinds of activities in which the school wishes to engage. The room is bright and cheerful using the colors of the school mascot and has a very modern and updated appearance. The area will be equipped with Wi-Fi access to accommodate student use of digital devices.

MUSIC PLATFORM

The Multipurpose Facility allocates dedicated space for a performance platform, a portable stage. The District has opted to utilize this floor area to increase the overall size of the open, flexible use space of the multipurpose room, provided that an appropriate area is configured at which a mobile stage can be assembled when required for student performances, parent events, or other uses. As such, architects are advised to identify this space, and ensure lighting and AV controls recognize its intended function, and otherwise ensure that under day-to-day operating conditions, the space provides additional flexible space to enlarge the capacity of the multipurpose room.

Careful consideration should be given to select a mobile stage that can easily be assembled and disassembled. This stage should require only two people

for assembly. The stage should be able to be stored in the multipurpose facility storage room when not in use.

PREPARATION KITCHEN

As a part of the modernization of the Multipurpose room, new kitchen equipment will be provided to replace older equipment, where required. Properly functioning kitchen equipment will remain.

OTHER UPGRADES

New ceiling tiles, flooring, and HVAC grills will be replaced where required. Electrical upgrades for improved Audio-Visual systems will be provided, where required. Where community uses are already in place, they shall be maintained to the extent possible as long as they do not interfere with the educational and operational use of the school.

DESCRIPTION OF REQUIRED ELEMENTS

FURNITURE & FIXTURES REQUIRED

Tables and seating: Cafeteria type tables and seating will be provided that easily and quickly fold up and can be stored in designated storage rooms or spaces and maximize the seating within the available space for multiple uses. The tables and seating must be provided that support their use and reconfiguration for smaller parent and staff meetings as well as for school sponsored assemblies.

EQUIPMENT REQUIRED

Ceiling Mounted Screen: A very large remote-operated, retractable screen is required, mounted from the ceiling and positioned above the location anticipated to be utilized for the mobile stage. A high-lumen projector should be mounted on the ceiling and positioned to project clearly to the screen when in use. The projector should be wired to a corresponding audio/video

box, mounted 2-feet off the ground on one wall and described below. HDMI cabling should run through the ceiling and walls from the projector to the A/V box, to enable the projector to play media from a variety of sources.

Audio/video box: A wall or ceiling mounted housing, preferably flush with the wall surface and mounted 2 feet above the floor, shall provide space (e.g. equivalent to a 2U equipment rack) for a switching mechanism that allows the instructor to change the video or audio source sent to each display. Given this AV switch/matrix, the instructor can select various desired input sources from a handheld device or remote control. Inputs may be housed elsewhere in the room or within additional remaining space provided by the AV box. Inputs may include:

1. Laptop or tablet connected to the instructor's station (e.g., enabling the instructor to share a slideshow or demonstrate a mobile device app)
2. DVD player (e.g., enabling a single video to be duplicated on all screens simultaneously)
3. Wireless media streaming devices (e.g. Apple TV, Chromecast)
4. Digital camera and/or document camera
5. Other devices that generate video or audio content

Above or beside this box, a small retractable wall mounted desk shall be provided. The desk would provide enough space for a laptop, to allow staff or other presenters to hook their laptop up to the projector system, through the A/V Box.

SUMMARY

The vision and description of Multipurpose Room contained herein has been developed with the input of District staff as well as educators, former school administrators and professional facilities consultants. Collectively, the criteria specified is provided to supplement approved Educational Specifications and provide a framework for design that creates a true 21st

century Multipurpose Room facility that will be able to meet the various needs for the kinds of spaces that enrich students' academic experiences.

As such, a thorough understanding of the functions performed in these spaces is critical so that the form can adequately follow. Much of the functionality in the new Multipurpose Room space is achieved through innovative choices on furniture, fixtures, and equipment (FF&E). As the "essence" of the project, these FF&E elements will enable to use the space in a multiple of ways that meet the needs of the students. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized.

When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District's Program Manager and author of this document.

OTHER SUPPORT SPACE (Counselor Room): Vision & Specifications

OVERVIEW

As part of the District's Master Construct and Implementation Program, future improvements at McAuliffe Elementary School include providing approximately 730 square feet of administrative programming space in the permanent building to properly house both the Speech and RSP programs.

Per the adopted Educational Specifications, the counselor and psychologist rooms require at least 150 square feet each. As the counselor office is currently in a space that could serve a support program with the need for

greater square footage, finding a new home for the counselor office will eliminate the need to construct new administration space.

There are two locations where there are two adjacent supply rooms: between Rooms 21 and 23 and between Rooms 34 and 36. By converting either set of these supply rooms into 1 larger office space, may create sufficient space to house the counselor room, allowing the current counselor space to house RSP and Speech, thereby eliminating the use of 2 additional portables for support space. This will be further studied once the design process is underway.

COUNSELOR ROOM VISION

The is one dedicated office for the counselor to provide support to the students at the school. The office is furnished with a desk, chair, file cabinet, mobile bookcase and mobile lockable storage cabinet. There is a small table with 4-6 chairs that allow for meeting with small groups of children or parents.

DESCRIPTION OF REQUIRED ELEMENTS

The Counselor Room must, upon completion, be fully furnished and equipped to realize the above vision.

FURNITURE & FIXTURES REQUIRED:

Desks, seating and workspace: The office has a desk, comfortable desk chair, 2 drawer filing cabinet, computer, 2 mobile storage units, and small table with 2 to 4 chairs that functions as a small work or meeting space.

Window Coverings: Walls with windowed surfaces may be covered by marker boards that slide on a track so as to provide the option of obscuring the windows when additional writing surface is needed or darkening the room when natural light needs to be reduced.

Platforms, shelves, and cabinetry: There is no need for built-in cabinetry or shelves, as the desks and offices utilize mobile storage units.

Lighting: Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare on electronic screens. Options to provide energy efficient solutions may be considered.

SUMMARY

The vision and description of Counselor Room contained herein has been developed with the input of District staff as well as elementary school educators, former school administrators and professional facilities consultants. Collectively, the criteria specified is provided to supplement approved Educational Specifications and provide a framework for classroom

design that creates a true 21st century facility, as opposed to a 20th century classroom design that has been built in the 21st century.

As such, a thorough understanding of the functions performed in this space is critical so that the form can adequately follow. Much of the functionality in the new Counselor Room space is achieved through innovative choices on furniture, fixtures, and equipment (FF&E). As the “essence” of the project, these FF&E elements will enable instructors to transform their teaching pedagogy. Designs that recognize and incorporate these concepts will enable such a vision to be fully realized.

When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District’s Program Manager and author of this document.

OXNARD K-5 EDUCATIONAL SPECIFICATIONS

SPACE	AREA	UNITS	TOTAL
Classroom	960	23	22,080
Kindergarten	1,100	5	5,500
Flex Room (Special Ed, K, TK)	1,100	1	1,100
Special Ed/RSP	960	2	1,920
Teaching Space (Total Sq. Ft.)			30,600

Flex Office	150	1	150
Speech Office	150	1	150
Psychologist Office	150	1	150
Teaching Support Space (Total Sq. Ft.)			450

Workroom/Storage	150	6	900
Toilets	100	6	600
Equipment Storage	100	1	100
Kindergarten/Flex Support Space (Total Sq. Ft.)			1,600

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

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

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

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

TOTAL CLASSROOMS		31	
TOTAL BUILT AREA (SQ. FT.)			50,805

ATTACHMENT B: COST COMPARISON SHEET

Attachment B - Cost Comparison Sheet

District Specification and Budget				Architect's Proposal				
McAuliffe Elementary Improvements	Net Total	Unit	Hard Cost Budget	Description (Same format as District Specification)	Net Total	Unit	Variance from District Spec.	Est. 2019 Total Cost as Proposed
21st Century upgrades to 28 existing permanent classrooms		sf						
21st Century upgrades to library/media center		sf						
Improvements to the MPR area		sf						
Upgrades to the HVAC system		sf						
Convert supply rooms into office space		sf						
Subtotal:		sf	\$ 3,471,821					
Assumptions								
Total Project Soft Costs								
21st Century Classroom and Support FF&E								
Professional Services (e.g. architect/engineering/other consulting fees)								
Agency fees, Inspection (IOR)								
Environmental, Legal								
Project Contingency								
Other (e.g. preliminary testing, energy analysis, misc)								
Total Soft Costs				\$ 1,487,923				
Total "All-In"				\$ 4,959,744				
Ritchen Elementary Improvements	Net Total	Unit	Hard Cost Budget	Description (Same format as District Specification)	Net Total	Unit	Variance from District Spec.	Est. 2019 Total Cost as Proposed
21st Century upgrades to 28 existing permanent classrooms		sf						
21st Century upgrades to library/media center		sf						
Improvements to the MPR area		sf						
Upgrades to the HVAC system		sf						
Subtotal:		sf	\$ 3,434,095					
Assumptions								
Total Project Soft Costs								
21st Century Classroom and Support FF&E								
Professional Services (e.g. architect/engineering/other consulting fees)								
Agency fees, Inspection (IOR)								
Environmental, Legal								
Project Contingency								
Other (e.g. preliminary testing, energy analysis, misc)								
Total Soft Costs				\$ 1,471,755				
Total "All-In"				\$ 4,905,850				

* Hard costs are inclusive of all site work and demolition, General Conditions and requirements, Contractor's Bond, Risk and Insurance, Contractor's Fee and Overhead, and Construction Contingency.

ADDENDUM #001 TO THE REQUEST FOR PROPOSAL DOCUMENT

To all Architect Bidders of Record on the Request for Proposal (RFP) titled:

REQUEST FOR PROPOSALS- ARCHITECTURAL SERVICES

MODERNIZATION OF MCAULIFFE AND RITCHEN ELEMENTARY SCHOOLS

Addendum Date: September 10, 2019

- A. This Addendum shall be considered part of the Request for Proposal document for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original RFP document, this Addendum shall govern and take precedence.**
- B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.**

The RFP document are modified and clarified, as follows:

Item #1

Changes to the RFP Document:

1.1 RFP Cover Sheet:

Request for Proposal document date of August 30, 2019 added.

Addendum #1 document date of September 10, 2019 added.

1.2 RFP page 2, Project Requirements:

Sentence added to the end of paragraph 1. Text reads: "This scope to be further defined at a later date."

1.3 RFP page 3, Project Requirements, Requested Services:

Paragraphs 3, 4 and 5 added. Text reads: "Water intrusion into the building is a problem at both McAuliffe and Ritchen. Design team to investigate, design a solution and provide a cost estimate for this work that is separate from the modernization costs."

Code required upgrades triggered by the modernization work, such as fire alarm system replacement or upgrade and ADA upgrades are to be investigated, designed and priced by the Architect / Engineer. Estimates for this work will be separate from the modernization costs.

HVAC work to consist of thermostat replacement with Venstar, centrally monitored thermostats throughout. All ducting, piping, pumps and boilers to be inspected and replaced as required. (Air handlers and VFDs replaced in 2013.) Unused funds to be applied to replacement of toilets, valves and faucets on an as-needed basis.”

1.4 RFP page 4, Project Requirements, Requested Services, For the library/media center improvements, key elements required include:

Omit first bullet point. Text reads: “Sixteen media tables and stools of various heights will be located along one wall that have electrical outlets for students to plug in their hand-held devices or computer stations that have software specific for students to create projects related to the school’s educational program.”

1.5 RFP page 4, Project Requirements, Requested Services, Key elements related to the improvements to the existing MPR facilities include:

Omit second bullet point. Text reads: “A 90-inch monitor will be mounted on the wall away from physical activity areas with wireless connectivity throughout the room.”

1.6 RFP page 5, Project Requirements, Requested Services, Key elements related to the improvements to the existing MPR facilities include:

Add text to third bullet point. Text reads: “an 18’ x 24””

1.7 RFP page 5, Project Requirements, Requested Services, Key elements related to the improvements to the existing MPR facilities include:

Omit text from fourth bullet point and add text to fourth bullet point. Omitted text reads: “New kitchen equipment will be provided to replace older equipment, where required. Properly functioning kitchen equipment will remain.”

Added text reads: “Walk-in refrigerators / freezers at both schools to be evaluated for functionality and repaired / replaced as required. The grease interceptor to be replaced at McAuliffe only.”

1.8 RFP page 5, Project Requirements, Requested Services, Key elements related to the improvements to the existing MPR facilities include:

Add seventh bullet point. Text reads: “Structural evaluation at Ritcheen – 1 window wall.”

1.9 RFP page 5, McAuliffe Elementary School:

Replace text in first paragraph. Omitted text reads: “new furniture for the cafeteria and new kitchen equipment where applicable.”

Replacement text reads: “new projector and screen, replacement of the stage with a smaller, demountable stage, replacement of a limited amount of ceiling tile, kitchen upgrades as listed and supplemental or new cafeteria tables, as directed by the district.”

1.10 RFP page 6, Ritcheen Elementary School:

Replace text in first paragraph. Omitted text reads: “new furniture for the cafeteria and new kitchen equipment where applicable.”

Replacement text reads: “new projector and screen, replacement of the stage with a smaller, demountable stage, replacement of a limited amount of ceiling tile, kitchen upgrades as listed, structural repair as necessary and supplemental or new cafeteria tables, as directed by the district.”

End of Addendum #1

Attachments:

Request for Proposal for Architectural Services, Addendum #1 revisions incorporated.



Statement of Proposals for Architectural Services

Modernization of McAuliffe and Ritchen Elementary Schools

Submitted to Oxnard School District
by IBI Group
September 13, 2019

EXHIBIT "B"
ARCHITECT'S BASIS OF DESIGN

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IBI Group
315 W. 9th Street, Suite 600
Los Angeles, CA 90015

tel 213-769-0011
fax 213-769-0016
web www.ibigroup.com

September 13, 2019

Oxnard School District

1051 S. A Street
Oxnard, CA 93030

Attn: Jordan Miles, CFW

**Re: Request for Proposals for Architectural Services
Modernization of McAuliffe and Ritchen Elementary Schools**

Dear Mr. Miles,

Thank you for the opportunity to share our ideas for the modernization of McAuliffe and Ritchen Elementary Schools as the Oxnard School District seeks to better serve the future of their community with the development 21st century learning environments. IBI Group has an extensive track record of working with school districts across the state of California spanning the past 40+ years. For 30+ years we have successfully collaborated with the Oxnard School to improve the educational environments for the benefit of the students and the community. We have completed numerous construction projects ranging from modernizations to new ground up facilities; and we look forward to the challenge of **redefining the learning environments at McAuliffe and Ritchen Elementary Schools** to better prepare their students to meet the challenges of today's educational environment.

We look forward to working with the district as you seek to develop unique learning environments that promotes the next generation of learning; which will further augment the strand-focused STEAM classroom and maker space at McAuliffe Elementary and the academic focus of science and technology at Ritchen Elementary. Assisting the district in achieving their vision, we will re-envision the existing facilities through a series of modernizations to the permanent classrooms, multipurpose room, library and additional support spaces. Working with the existing spaces we will incorporate elements of next generation learning taking advantage of current technology trends, as well as redefining furnishings to provide flexible and adaptive learning environments to best suit the needs of the students and teachers. Combined, our designs will **provide cohesive flexible learning environment** that will challenge the minds of your students.

IBI Group is uniquely qualified to meet the needs of the district through our extensive knowledge base and experience of providing added value and perspective with our deep bench of internal staff and consultants. **IBI Learning+** is a center of excellence within IBI Group that focuses on shaping the next generation of learning environments that encourage real life research and problem solving. Our firm is experienced in providing design services, and has completed more than 1,000 educational projects in California which include new construction, additions and complex multi-phase renovations, many of which have won top design awards. Our clients rely on us to consistently exceed expectations while

shepherding valuable public resources – a responsibility we take very seriously.

To successfully achieve the goals of this scope of work, IBI group has assembled a highly qualified team of design professionals, each specifically selected based on their relevant project experience in the planning, design and construction of spaces similar those present at both McAuliffe and Ritche Elementary Schools. The core team leaders will be **Project Director and Principal in Charge, Craig Atkinson, Project Manager, Andrew Miller and Project Architect, Janvi Kanani**. Supporting this core group are staff and consultants that are chosen based on their experience with modernizations, working with the district and successful completion of past projects.

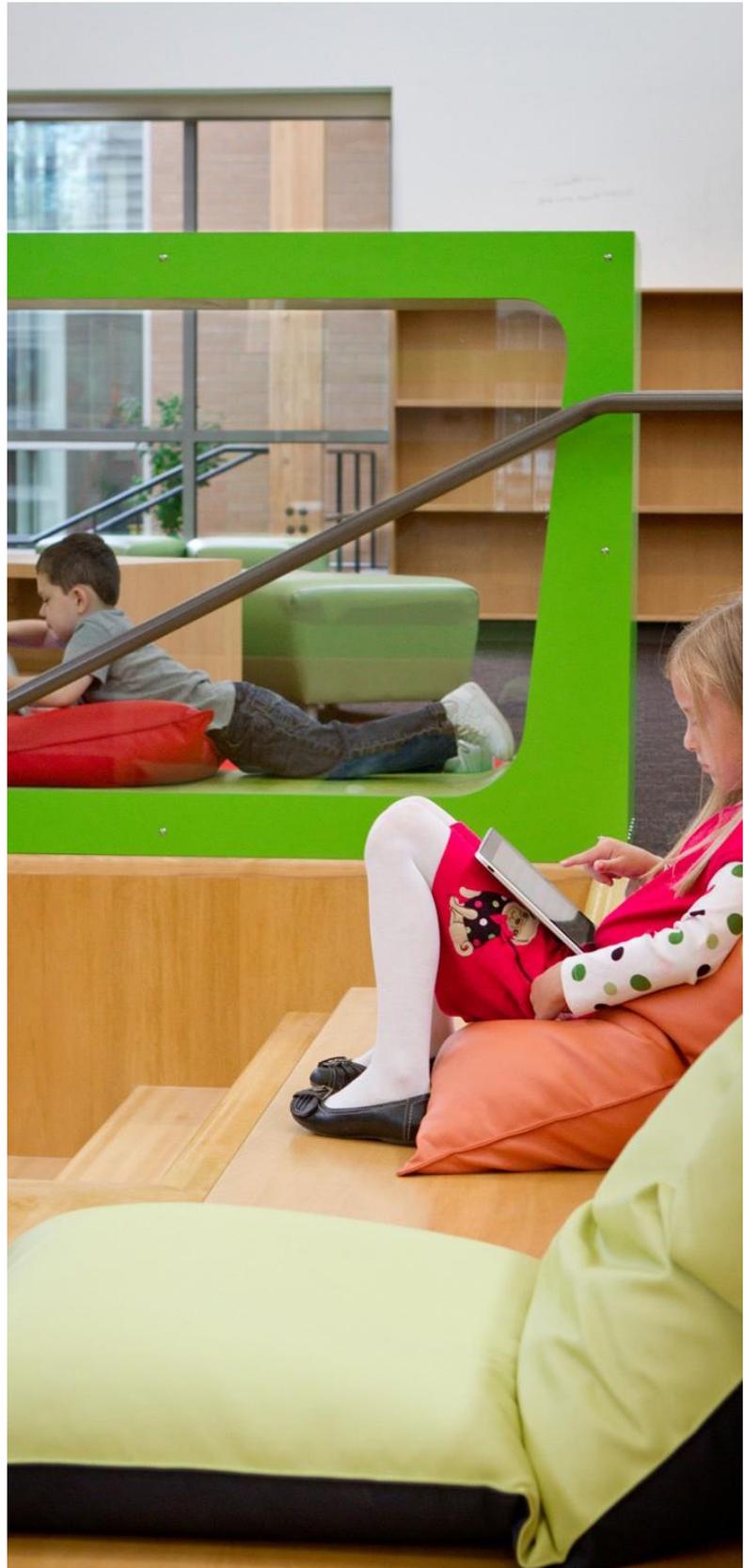
At IBI Group, our team shares a common belief that great architecture can only be achieved through a healthy ongoing dialogue with the District, for whom we are ultimately designing. We strive to develop a thorough understanding of the needs and desires that fuels our client’s passions, while remaining true to the surrounding building context. Ultimately, **this collaborative, user-based process**, develops a sense of pride and accomplishment for the community for whom this school will serve.

With pride and enthusiasm, we submit our Proposal, Experience and Conceptual Ideas for your consideration. Developing long lasting relationships is at the core of our firm values. We, therefore, look forward to the opportunity to work with the Oxnard School District as you position McAuliffe and Ritche Elementary Schools for future success.

Sincerely,



Craig Atkinson, AIA, NOMA, LEED AP
Director – Sr. Principal, Architecture



1 Similar Project Experience



Transformative Design Capabilities for School Modernization for Next Generation Learning

IBI Group is an experienced group of team leaders and design professionals. This team combines a recent history of developing educational facilities on existing K-12 campuses and the research and development of “Next Generation” learning environments. We are developing educational environments that are focused on the learner and the shift to agile individualized learning methods. We believe learning should be contextual and relational, not just rigid adherence to skill-building. We understand teaching and technology ought to be seen as the ‘invisible tools’ in the learning encounter.



Modernizations on Existing Campuses

Modernization projects present a unique challenge to the design team in addition to those encountered in new construction. They are bound by regulatory limits affecting funding maximums, mandatory minimum spending to accommodate physically disabled accessibility, functional and facility program needs—each dictating user priorities. It truly is an interactive process to meet all the criteria. At the heart of any modernization project is the existing facility. Investigating, assessing and evaluating existing facilities are keys to identifying and prioritizing the work that needs to be done. Field investigation includes, site visits by IBI Group and our team of consultants to verify existing conditions and identify possible areas of work.



Transformative Projects on Existing Campuses

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



Creating design solutions on highly visible and/or constrained sites require accepting the constraints of the box while pushing the solutions to the limit of the box. The design of the new [redacted] is an excellent example of this action. At Isbell MS, the District wanted new STEM classroom along with flexibility to carry out other classes when needed. IBI Group worked with the structural engineer and the District to evaluate the abandoned locker/shower building and saw an opportunity to transform them into new flex classrooms. The result was that the District received state funding under the AB300 program to upgrade the old dilapidated building to current code and with additional local bond funds, the District is now enjoying two Flex Labs.

Another instance of outstanding adaptive re-use projects would be the

At Pomeroy Elementary, Curtner Elementary and Zanker Elementary Schools, existing spaces were converted into flexible project-based learning centers, each with its own identity and characteristics derived from the users. Remodeled spaces were constructed to modernize the educational environment and enhance the learning experience for the resident elementary school students. IBI Group programmed each space with a committee drawn from the individual campus and arrived at three distinct solutions. Zanker Elementary School was a conversion of the old multi-purpose building into a student maker space complete with wet and dry areas for projects. The Learning Center at Curtner was created to provide flexible space from the old library and adjacent classrooms that can expand into a large training facility for staff or contract into separate small team collaboration spaces. All spaces are easily converted with the use of agile furniture and walls. Pomeroy Elementary School converted a multipurpose building into a media center that combines a library area and flexible learning space. The new area provides the area for several classrooms to collaborate on projects as well as small group breakout.

“To witness its transformation from a tired and well-loved space to a contemporary, vibrant, and welcoming nucleus for student life has been nothing short of inspirational. Not only is the space aesthetically beautiful and inspiring, but the manner which our students are engaging with the space and with each other in the space is equally inspiring...it’s architecturally striking with beautiful appointments and finishes and showcases the love that went into its planning by our phenomenal design team. But the Campus Center is so much more than a newly renovated building it is the heart, the soul, the spirit and the living room of West Valley College.”

- LORI GASKIN, PH.D., WEST VALLEY COMMUNITY COLLEGE, PRESIDENT

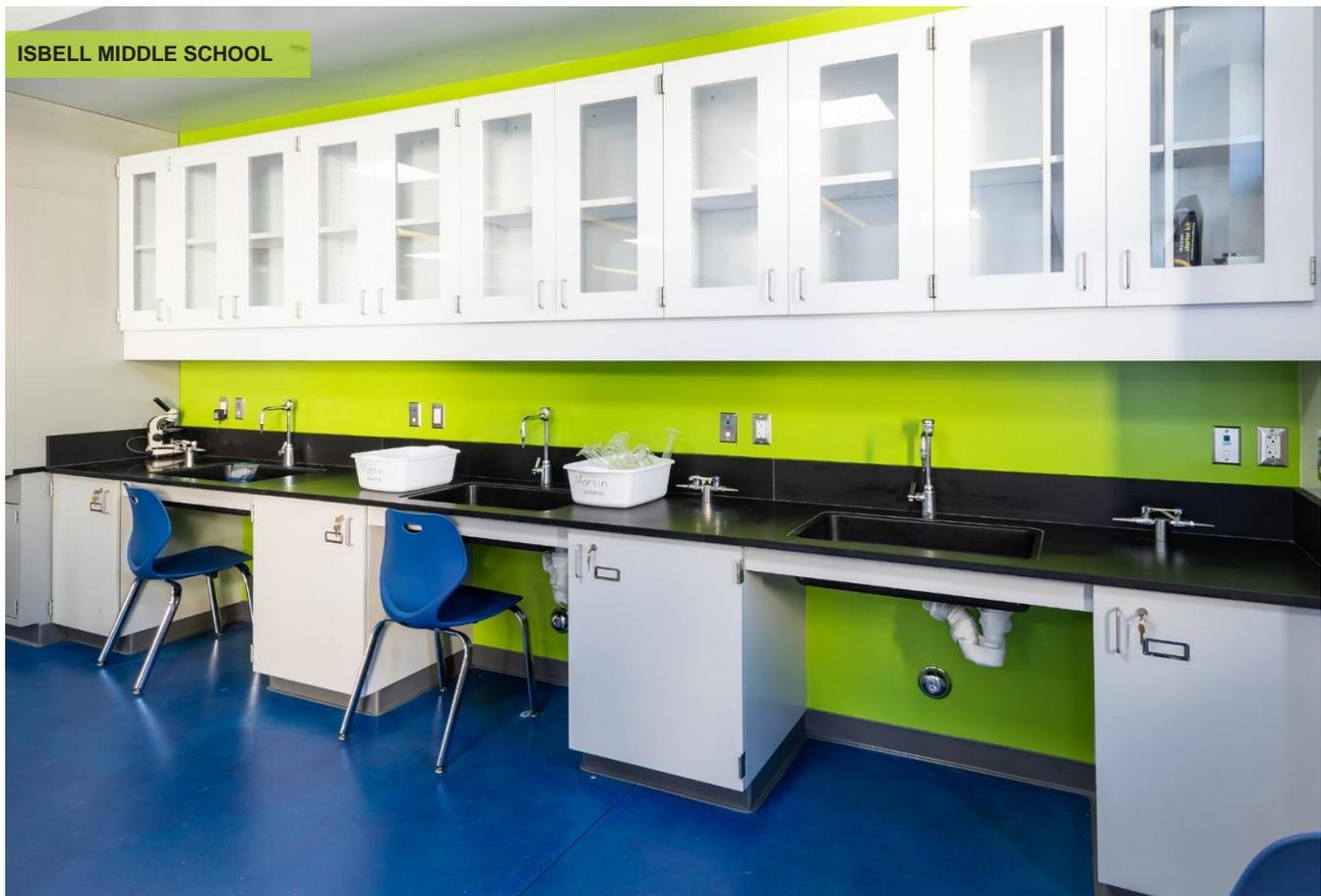


CURTNER ELEMENTARY SCHOOL

Partial List for Elementary School Renovations in the Last Five Years

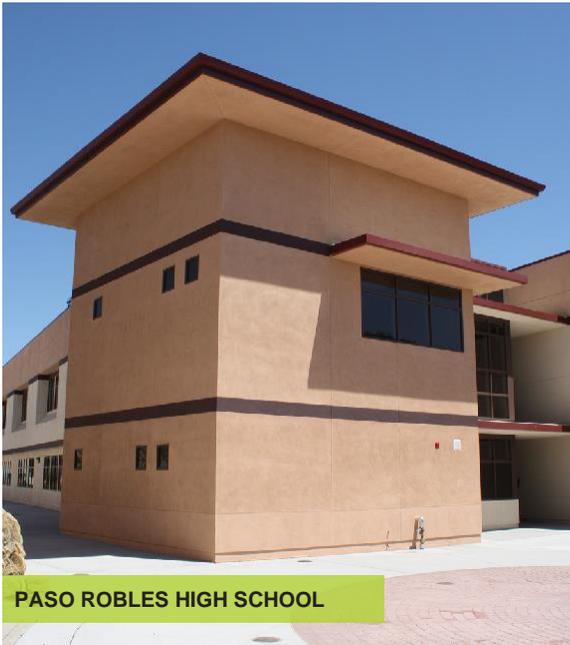
PROJECT	DISTRICT	COMPLETION
Bessie Owens Elementary and Middle School Modernization – 21st Century Upgrades to Classroom, New Modular Classrooms, Administration and Library	Bakersfield City Unified School District	In Design
Sandpiper ES Modernization and new Two Story Classroom Building	Belmont-Redwood Shores School District	2017
Cipriani ES Modernization and new Two Story Classroom Building	Belmont-Redwood Shores School District	2017
Cherrywood Elementary School	Berryessa School District	In Construction
Cupertino Middle School Modernization and Additions	Cupertino Union School District	
Dilworth Elementary School Modernization and Additions	Cupertino Union School District	September 2017
Kennedy Middle School – Upgrades to Existing Administration and Library	Cupertino Union School District	2019
Lincoln ES Modernization – Reconfiguration and Upgrades to the Administration	Cupertino Union School District	August 2019
John Muir ES Modernization and New Administration	Cupertino Union School District	June 2016
HVAC System Upgrades at Discovery Elementary, Endeavour Elementary and Columbia Elementary	Fruitvale School District	October 14, 2014
MacArthur Elementary School Campus-Wide Modernization	Long Beach Unified School District	August 2019
Cleveland Elementary School Campus-Wide Modernization	Long Beach Unified School District	November 2018
Riley Elementary School Campus-Wide Modernization	Long Beach Unified School District	November 2018
Taylor Middle School Modernization – Campus Upgrades and New Cafeteria Addition	Millbrae Unified School District	2014





PROJECT	DISTRICT	COMPLETION
Curtner Elementary School Modernization and New Learning Center	Milpitas Unified School District	October 2014
Mabel Mattos Elementary School	Milpitas Unified School District	August 2018
Pomeroy Elementary School Modernization and New Learning Center	Milpitas Unified School District	October 2014
Zanker Elementary School Modernization and New Learning Center	Milpitas Unified School District	October 2015
Olga Reed School – Multipurpose Room Improvements	Orcutt Unified School District	2013
District Office Modernizations	Panama-Buena Vista Unified School District	December 31, 2014
District Office Modularity	Panama-Buena Vista Unified School District	October 23, 2014
Main Avenue ES New Classroom Building	Robla School District	2018
Central Park Elementary School Modernization and New Two Story Classroom	Santa Clara Unified School District	August 2019
George Mayne Elementary School Modernization	Santa Clara Unified School District	August 2018
Isbell Middle School Flex Labs – Renovation of a shower locker building to Flex labs	Santa Paula Unified School District	2019

2 Challenges of Phased School Construction



IBI Group understands the challenges presented with campus additions and modernizations. We understand how to efficiently utilize space, and how to keep campuses operational during construction. We are connoisseurs at addressing highly complicated projects, such as whole campus conversions, multiple additions, campus-wide modernizations, ADA upgrades and selective modernizations. Phasing brings an added level of complexity to existing projects. IBI Group is well aware of these challenges and works with the District and School Site Stakeholders to minimize the impacts on the users. One such example would be working with the **Paso Robles High School District** in developing the construction phasing for the modernization of 5 existing buildings by three separate contractors over a two year period.

Project "A" included Building 200 (Math/English and Social Studies); Building 300 (existing Sciences); Building 400 (conversion of standard classrooms to sciences).

Project "B" included Building 500A (conversion of ASB to Band and Teacher Lounge); 500 B (the PAC remodel and addition); 500 C (arts renovation)

Project "C" included Building 600 A (Construction Technology renovation) and 600B (conversion of welding lab into Information technology)

Working with the contractors and the District, IBI developed a phasing plan based on these principles:

1. Allow for housing students in existing classroom space without adding new relocatable classrooms to the campus (while not disrupting student life too much).
2. Allow for completion of predecessor tasks by each contractor in such a way as to not delay the other contractors.
3. Allow for completion of the Performing Arts Center in time for the opening performance of the first following year.



As part of the overall bond program schedule, a new two story classroom building designed by IBI to replace existing portable classrooms was completed prior to the modernization effort. The first objective was met by being able to house students in these new classrooms and not taking the existing portable classrooms out of service until the completion of the modernization.

Working closely in a lease-lease-back negotiation with the District and the three separate contractors, IBI Group developed a coordinated construction schedule that identified each task from all contractors and the interrelationships between each contractor’s individual construction schedules. The coordinated schedule was reviewed and accepted by all three contractors. **This process accelerated the overall schedule to allow completion one year earlier than originally anticipated and saved the District thousands of dollars in General Contractor costs.**

	2012								2013								
	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S
PROJECT A																	
Building 200 (Math/English/ Social Studies)																	
Building 300 (Science)																	
Building 400																	
PROJECT B																	
Building 500A																	
Building 500B																	
Building 500C																	
PROJECT C																	
Building 600A																	
Building 600B																	

3 Design Concepts

Overall Floor Plan – Christa McAuliffe Elementary School



LEGEND

- | | | | | |
|----------------|---------------------|---------------------|---------------------|-------------------------------|
| 1 MPR | 3 PIANO LAB | 5 STEAM ACADEMY LAB | 7 COUNSELOR OFFICE | 9 RESOURCE SPECIALIST PROGRAM |
| 2 MEDIA CENTER | 4 SPECIAL DAY CLASS | 6 KINDERGARTEN | 8 GENERAL CLASSROOM | |

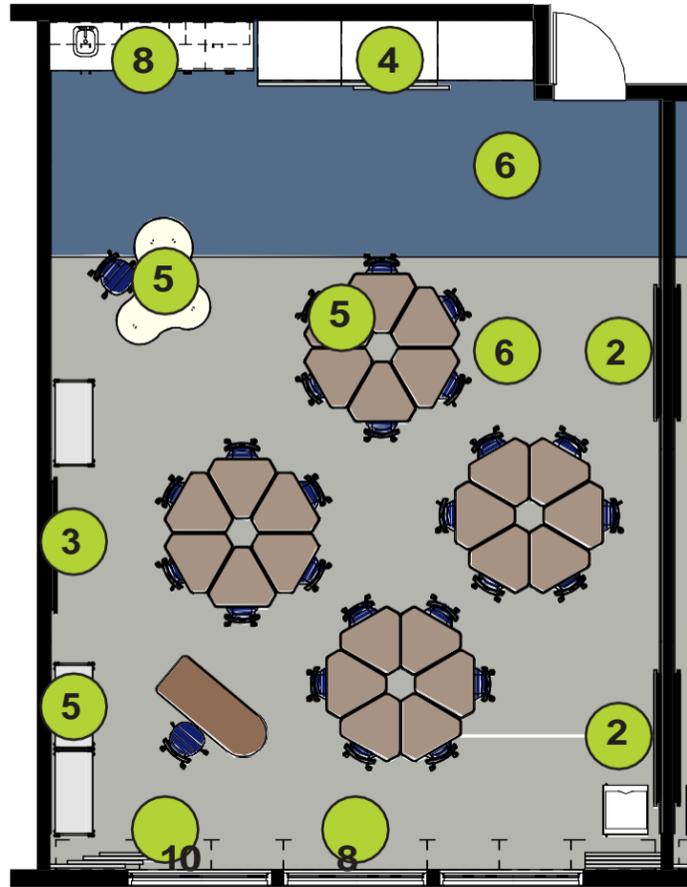
Overall Floor Plan – Emilie Ritchen Elementary School



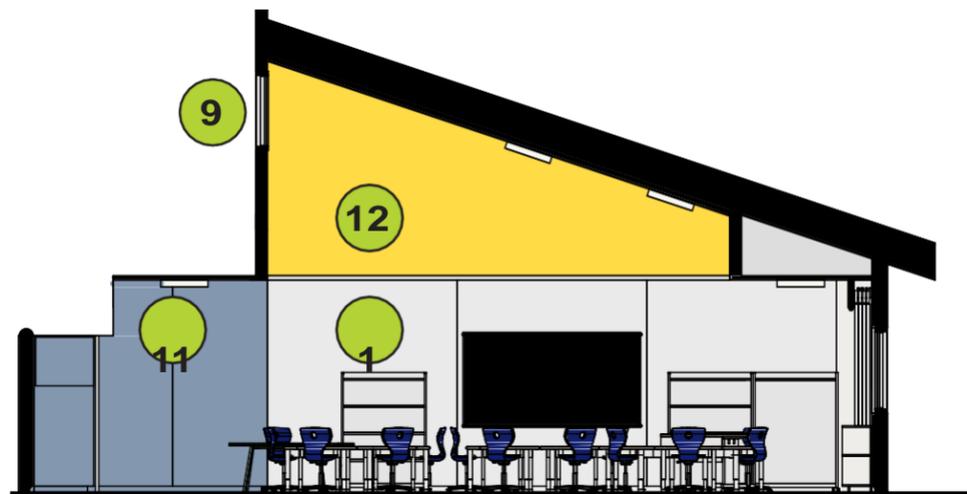
LEGEND

- 1 MPR
- 3 PIANO LAB
- 5 EXISTING MAKER SPACE/LAB
- 7 RESOURCE SPECIALIST PROGRAM
- 2 MEDIA CENTER
- 4 SPECIAL DAY CLASS
- 6 KINDERGARTEN
- 8 GENERAL CLASSROOM

Typical Classroom Layout



FLOOR PLAN

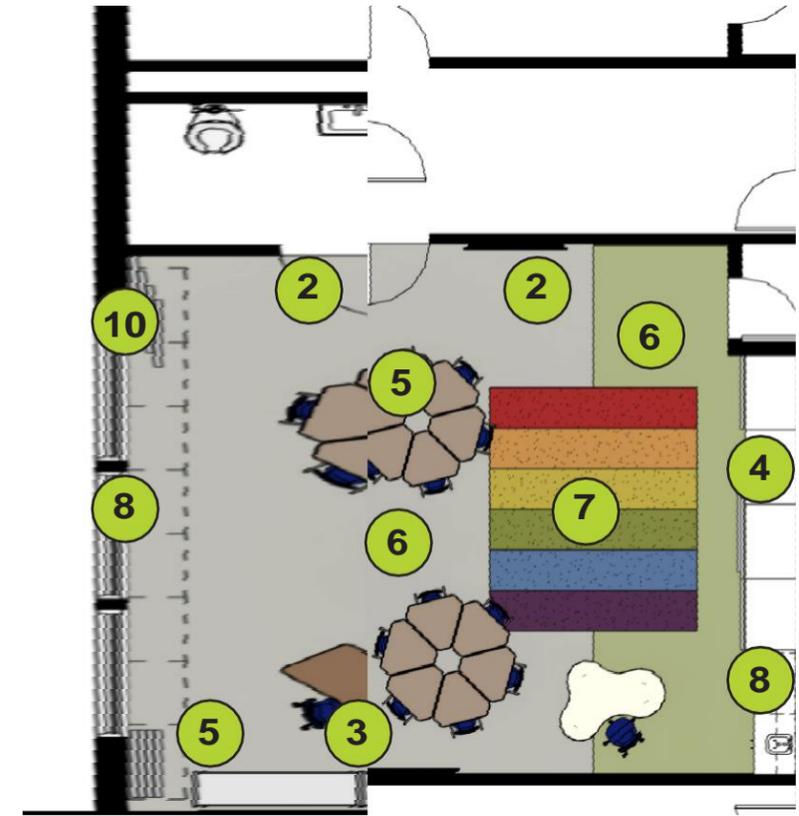


SECTION
 SEPTEMBER 13, 2019

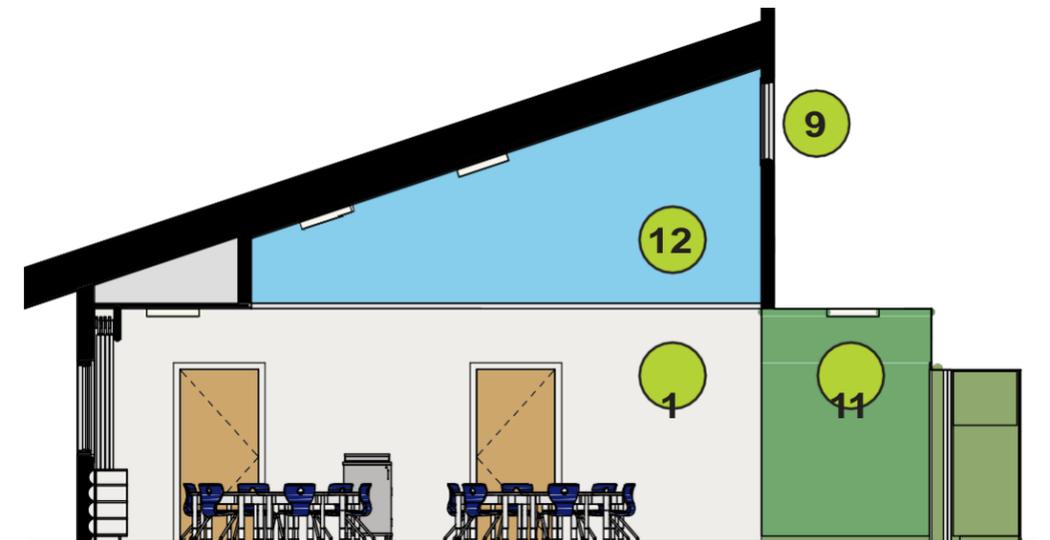
- 1 FLOOR TO CEILING MARKER BOARDS
- 2 DISPLAY MONITOR
- 3 EXISTING INTERACTIVE DISPLAY MONITOR
- 4 STORAGE W/SLIDING MARKER BOARD
- 5 FLEXIBLE MOVABLE FURNITURE
- 6 VINYL COMPOSITION TILE FLOORING
- 7 CARPET
- 8 (E) CASEWORK WITH NEW FINISHES
- 9 ROLLER SHADES
- 10 SLIDING MARKER BOARDS
- 11 TACKABLE WALL SURFACE
- 12 PAINT ACCENT

LEGEND

Typical Kindergarten Layout



FLOOR PLAN



SECTION

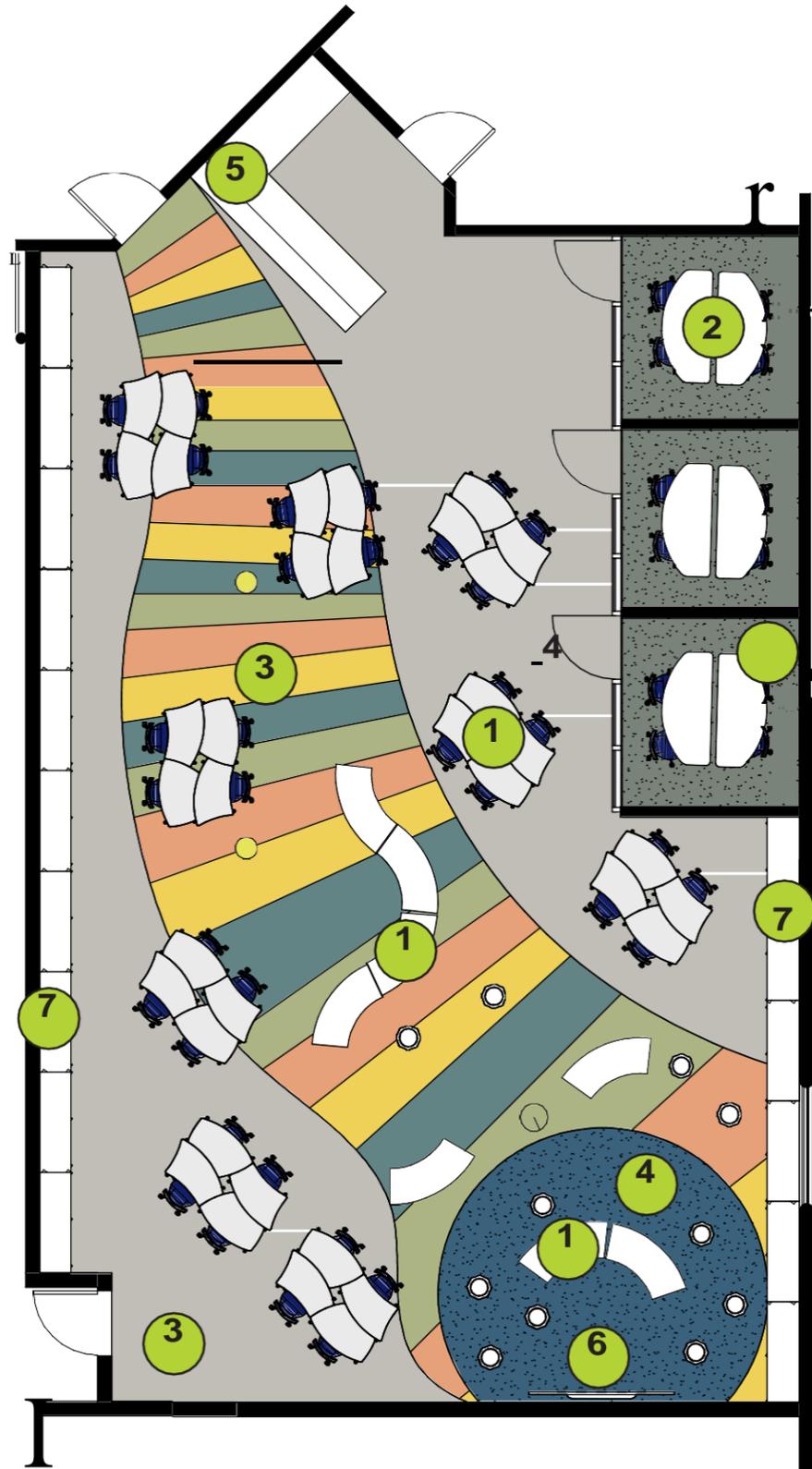
Typical Classroom View



Typical Kindergarten View

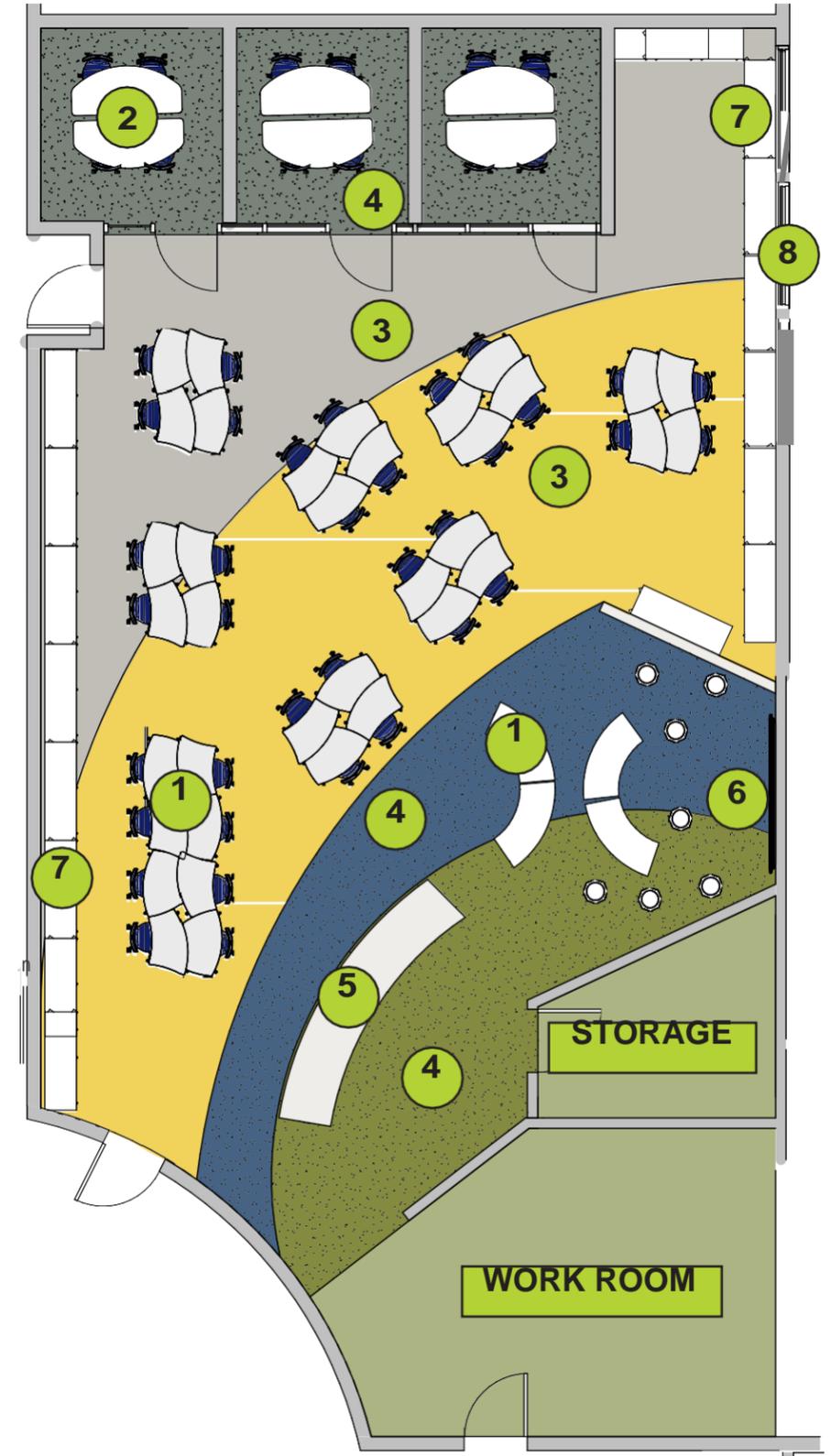


Media Center Layout



- 1 FLEXIBLE MOVABLE FURNITURE
- 2 BREAK ROOM
- 3 VINYL COMPOSITION TILE FLOORING
- 4 CARPET
- 5 RECEPTION DESK
- 6 DISPLAY MONITOR
- 7 BOOK SHELVING
- 8 ROLLER SHADES

LEGEND



FLOOR PLAN – EMILIE RITCHEN

FLOOR PLAN – CHRISTA MCAULIFFE

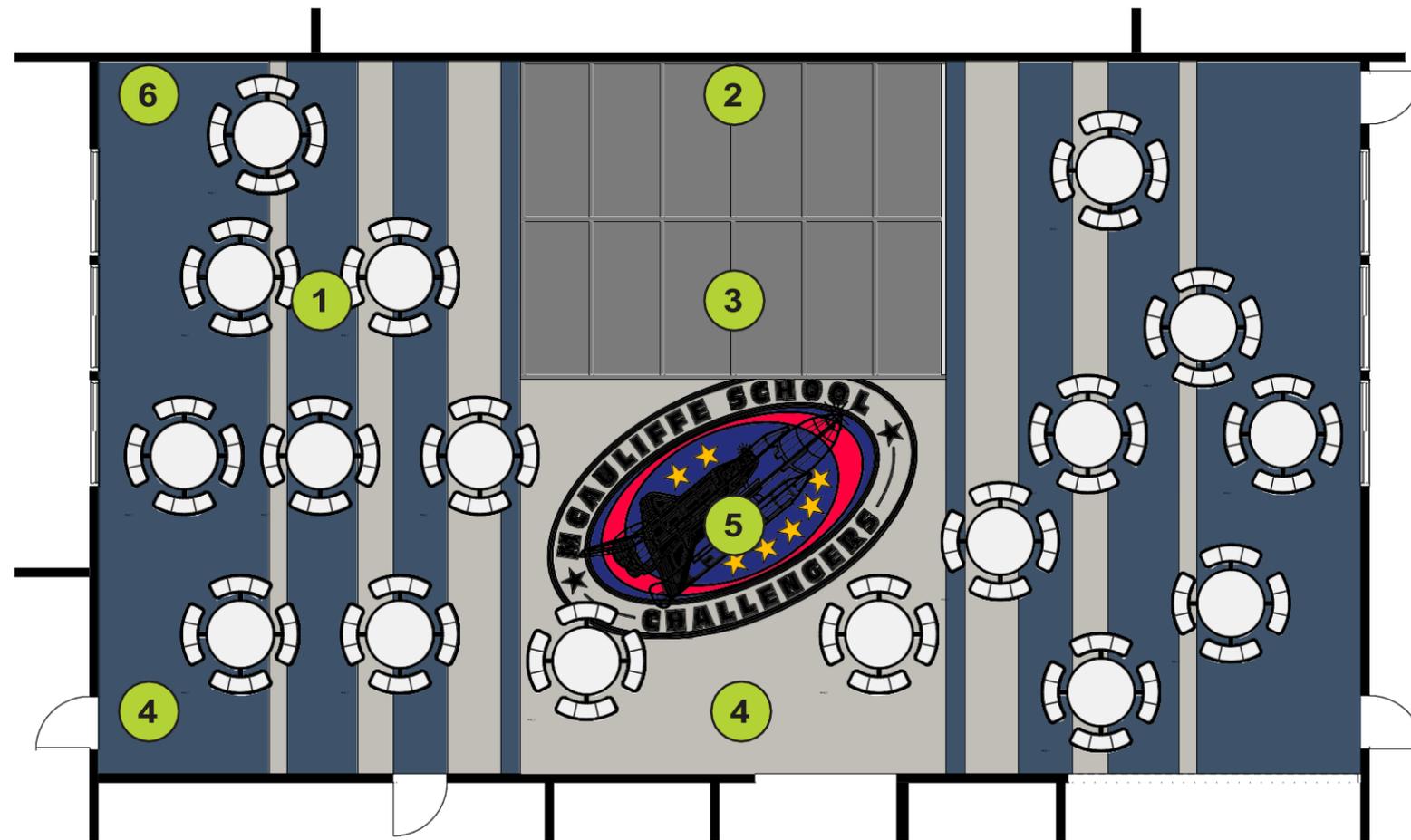
Media Center View - Christa McAuliffe Elementary School



Media Center View – Emilie Ritche Elementary School



Multi-Purpose Room Plan - Christa McAuliffe Elementary School



- 1 FLEXIBLE MOVABLE FURNITURE
- 2 SCREEN AND PROJECTOR
- 3 DEMOUNTABLE STAGE
- 4 VINYL COMPOSITION TILE FLOORING
- 5 VINYL COMPOSITION TILE LASER CUT INLAY
- 6 VINYL WALL GRAPHIC

LEGEND

Multi-Purpose Room View - Christa McAuliffe Elementary School



Multi-Purpose Room Plan – Emilie Ritchen Elementary School



Multi-Purpose Room View - Christa McAuliffe Elementary School

LEGEND



4 Meeting or Accelerating Proposed Project Timelines

“...The outstanding quality of their work, the ability to meet agreed upon time lines and the skill to stay within projected costs have all been greatly appreciated. The staff at IBI Group has also shown the ability to address issues in a timely fashion, with an eye for minimizing impacts to project cost and schedule, and the needs of the owner. The principals, project managers, and support staff have been accessible and available whenever necessary. They have been helpful in the evaluation of diverse needs, views, and input from the various stakeholders, have listened intently, and have responded to the City’s needs in a positive and professional manner.”

**- RODGER OLDS, P.E., MBA
PRINCIPAL CIVIL ENGINEER
CITY OF SANTA MARIA**

IBI Group is highly experienced in meeting schedules and timelines. In fact, many clients enlist our services for this one reason. Just a few of our success stories include:

- Successfully modernizing 12 projects at one District over the summer,
- Completing a 3-story classroom building from inception to completion in 18 months.
- Building a new K-8 non-modular school from programming to occupancy in just over 24 months, including agency review time.

Good design, maintaining budget and schedule control begins at the initial planning of the project. Senior staff with extensive facility planning and design experience will be proactive in initiating appropriate means to effectively manage or accelerate the schedule. We will work closely with the District, the program manager, and the LLB Contractor from the start to identify realistic milestones that can be adhered to throughout the process and that are agreed to by all parties. We make sure to include time for decision making, phase and document review, agency review, and construction phasing.

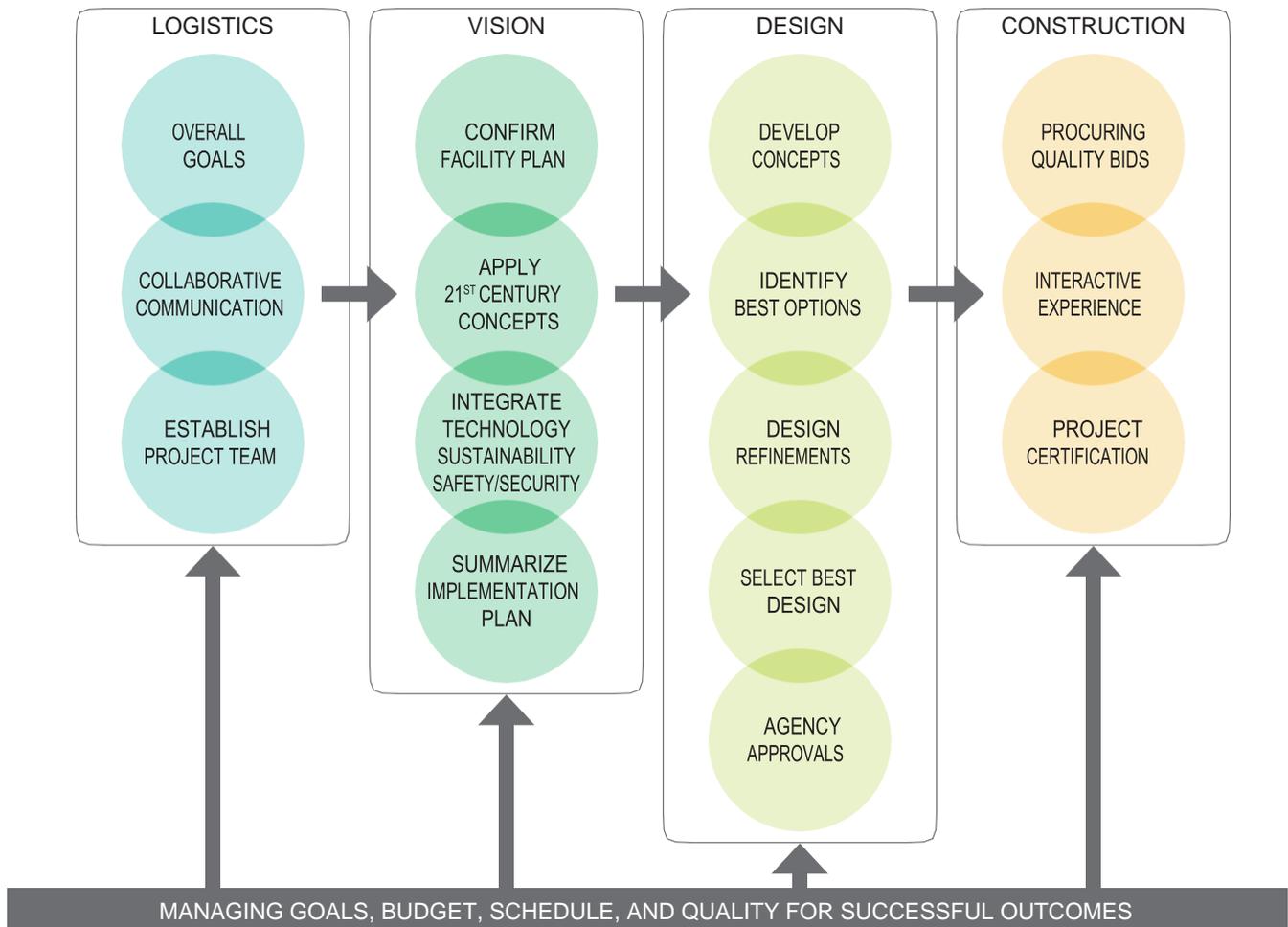
We have developed schedules where design phases overlap or projects are broken out into increments so that certain aspects can start ahead of other yet to be completed areas so as to get a head start. We have employed this method in both design and construction phases.



Early consultation with DSA assists the planning project in anticipating code and state requirements that affect the choices available. We are at DSA frequently to expedite projects through the bureaucracy. Our firm typically has implemented preliminary reviews with DSA as a way of proactively assessing critical issues. Your plans are reviewed face to face with the DSA staff very early on in the process, thus avoiding any misunderstandings and potential delays.

IBI takes a very proactive role in resolving issues before they affect the schedule or budget. Knowing who to talk to, what forms to use and treating DSA individuals as they are part of our team and the solution really eliminates the potential for delays. We understand the submission process and our submissions are complete. When clarifications are requested, or DSA field changes occur, we respond quickly, thus reducing any potential time delays.

During construction, a large part of maintaining the project finish date is to closely monitor the construction schedule, attend the weekly site meetings to monitor progress, review and respond to RFIs, submittals, and DSA requests in a timely manner. When consistently adhered to by all members of the construction team, when the project does have an interruption in the schedule, everyone can quickly determine an alternate means to get back on task. The contractors are required to provide “make-up” means and schedules to get their work back on the master schedule, our task is to assist in our capacity to not add additional burden to the schedule.



5 Lease-Leaseback Delivery Method Experience

Over the last four decades, IBI Group has developed projects in a wide variety of construction delivery methods. We are able to deliver design and construction administration services for traditional Design-Bid-Build (DBB), Multiple Prime Contracts, Design Build, Bridging Design Build, Modular Construction, CM at Risk, P3s and Lease-Lease Back (LLB).

We have developed hundreds of projects using the LLB delivery method and understand that the keys to success are as follows:

- Strong Owner
- Good Design Documents (IBI)
- Qualified General Contractor with a realistic bid number
- Strong Construction Observation + Administration (IBI Value Add)

We have developed many projects over the last two decades using the LLB construction project delivery method for Districts that use agreements based on Education Code Section 17406.

Assessing capabilities and methodologies prior to pricing a project allows the District to weigh the competency of the builder and their design phase capabilities. It has been our observation that LLB reduces the District risks attributed to schedule delays, poor quality work and rising costs. We have worked with the LLB contractors from initial kick-off meetings, through all phases of design, agency approval and construction. Having the LLB Contractor provide pre-construction services early in the project provides continuity and understanding of the issues and decisions that provide the basis of the final DSA approved construction documents.

IBI, the District and LLB will together review program, constructability issues, value engineering options and costs at each phase to collaborate to produce the best outcome. This type of delivery method is often very successful since there is a feeling of teamwork and joint accomplishment between all parties.

One advantage with LLB is that time can be saved and the schedule shortened because the documents will have been continuously reviewed and coordinated earlier, pricing can be done along the way, and construction schedules can be shortened with pre-purchasing of long lead items and some flexibility in negotiating subcontractor or material costs.

Additional advantages to this type of construction delivery method allows the contractor, with the review by the District, to choose from a selected listed of pre-qualified sub-contractors ensuring better quality and competitive pricing to be below the guaranteed price. **There is often little or no change orders associated with the project.**

Assembly Bill 566, effective Jan. 1, 2016, requires lease-leaseback developers to use “skilled and trained workforce at every level of the project.” This will need to be assessed carefully by the LLB. Lastly, since the Builder has a reputation to maintain, they tend to perform at a higher level.

IBI Group has worked on nearly 100 Lease-Lease Back projects, including the following in California:

- Oxnard School District, Rose Avenue K-5 Replacement School (DSA Approved)
- Robla School District, 2-Story Classroom Building
- Montebello Unified School District, Applied Technology Center
- Paso Robles Joint Union High School District, 2-Story Classroom Building
- Paso Robles Joint Union High School District, CTE Agriculture Building
- Lammersville School District, New K-8 Campus
- Santa Clara County Office of Education, Multiple Projects

6 Assigned Personnel

IBI Group has the available staff resources to successfully fulfill the needs for Oxnard School District projects.

We recognize clients select design professionals on the experience, strength and “fit” of the complete team. Therefore, we took great care in analyzing the talents and personalities of our staff and pool of qualified consultants, compared to your facility needs, requirements of your project, and schedule when assigning our members to your team.

In combining the appropriate personnel to fit your needs, you benefit from a single point of responsibility, fixed accountability, efficient coordination, and effective communication. Most importantly, we manage our core services with an emphasis on developing an understanding of your unique culture—an idea whose success is supported by a long history of successful educational facility projects for repeat clients.

Project Director | Senior Principal – Craig Atkinson, AIA, NOMA, LEED AP

Mr. Atkinson is a highly talented architect with more than 29 years of experience in planning, designing, detailing projects and coordinating multi-disciplinary design teams for their successful execution and completion. He has been chosen to lead your project because of his knowledge and extensive “know how” in educational project consensus building, design, planning, project delivery and quality control. In his position as the Education Lead, he brings the expertise to take understand the impact that the renovations/additions will have on student performance and to lead the process of communication with the community. As the Project Director | Senior Principal, Craig will be the Architect of Record responsible for contract negotiations, overall quality control, and commitment of firm resources to successfully complete the project.

Most Recent Experience with Next Generation Learning Projects:

Rose Avenue K-5 School, Oxnard School District (DSA Approved); Shenandoah ES Modernization/Addition Criteria Documents, Los Angeles Unified School District; Grant HS Comprehensive Modernization, Los Angeles Unified School District

Project Manager | Lead Designer – Andrew Miller, AIA

Andrew will be your main point of contact and serve as both the Project Manager and Lead Designer for your McAuliffe and Ritchen Modernization projects. Mr. Miller has been selected due to his extensive and varied project experience ranging from planning through construction, including building code compliance reviews and successful agency submittals. Andrew is proficient in using the built environment to achieve better **learning** outcomes. His leadership skills include the management of complex, multi-phased projects, building consensus, programming, design, and agency approval and construction administration. Andrew will be working closely with you during the design and construction documentation of your project and continue to monitor the overall progress during construction.

Most Recent Experience with Next Generation Learning Projects:

Rose Avenue K-5 School, Oxnard School District (DSA Approved); Shenandoah ES Modernization/Addition Criteria Documents, Los Angeles Unified School District



+ Education

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

+ Registrations/Accreditations

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



+ Education

- Bachelor of Architecture from California Polytechnic University, Pomona

+ Registrations/Accreditations

- Registered Architect, California C27070



+ Education

- Kamla Raheja Vidyandhi Institute for Architecture, Mumbai, India, Bachelors of Architecture (2001)
- Cerro Coso Community College, Ridgecrest, CA Associates in Science, Digital Animation (2005)

+ Registrations/Accreditations

- Registered Architect, California, USA C36379
- Registered Architect Mumbai, India CA/2002/29311
- Revit Architecture Certified Professional

BIM/Sustainability Lead – Janvi Kanani, AIA, LEED AP BD+C

IBI Group assigns a BIM Manager to each project. The BIM Manager oversees the modeling and design documentation for an integrated project delivery process that provides greater potential for early collaboration and information sharing. With over nine (9) years of BIM experience and more than thirteen (13) years in education buildings, Janvi will lead this role. Her ardent passion and knowledge for sustainable design enables her to incorporate strategies that consider the environment, building efficiency and user satisfaction. The unique combination of her BIM knowledge, LEED experience and next generation facilities will bring tremendous value to your projects at Oxnard School District.

Most Recent Experience with Next Generation Learning

Projects: Rose Avenue K-5 School, Oxnard School District (DSA Approved); Isbell Middle School Flex Labs, Santa Paula Unified School District; Mary Chapa Elementary School Administration and Library Addition, Greenfield Unified School District

Interior Designer/FF&E Specialist – Angela Ball, AIA, NCARB

Angela is a talented Architect and Interior Designer with more than 14 years of comprehensive experience in architecture and interior design of various public projects. In that time, she has worked through all phases of a project on new and remodeled educational, public, and commercial projects. She works closely with both the client project team and design consultants for an effective and timely project delivery. Her experience in space planning and interior design provides her with a thorough knowledge and understanding of building procedures, policies and working relationships of each functional area. The value to you is not only someone who can specify appropriate and innovative FF&E, but understands their impact on the built environment.

Most Recent Experience with Next Generation Learning

Projects: Rose Avenue K-5 School, Oxnard School District (DSA Approved); Isbell Middle School Flex Labs, Santa Paula Unified School District; Three Academic Core Buildings Programming & FFE, Ohlone College



+ Education

- Master of Architecture, University of Minnesota, Twin Cities, MN, 2005
- European Port Cities Study Abroad (2004), 2nd Year M. Arch Coursework
- Bachelor of Arts (Architecture), University of Minnesota, Twin Cities, MN, 2002
- Oaxaca, Mexico Study Abroad (2001), Undergraduate Architectural Coursework

+ Registrations/Accreditations

- Registered Architect, California C-35894
- NCARB Certified #84591

Subconsultant Team

Budlong and Associates



Principal Mechanical Engineer – Sunil Patel, PE, CxA, LEED AP 35 Years' Experience

Sunil has over 33 years' experience in mechanical engineering including HVAC, plumbing, steam, compressed air and heat recovery, fire protection, and medical gas systems. He has designed mechanical systems for education facilities throughout California including new schools, laboratories, gymnasiums and renovations to existing facilities. His typical responsibilities include coordination, design, development, written specifications, cost estimates, construction observation, energy compliance and equipment selection for mechanical engineering projects. He has also completed numerous comparative energy utilization studies for thermal and electrical energy generation technologies. Relevant project experience includes OUHSD Camarillo HS, Rancho Campana HS, La Canada USD, PVSD Prop 39 HVAC Upgrades – La Mariposa ES, Las Colinas MS, Rancho Rosal ES, Tierra Linda, ES, Valle Lindo ES.



Project Manager – Patrick Fitzsimmons, MEP 18 Years' Experience

Patrick Fitzsimmons brings to our team expertise in working with multiple disciplines such as mechanical, plumbing and electrical. His experience has been coordinating mechanical, plumbing and electrical disciplines for the Los Angeles Unified School District (LAUSD), Long Beach Unified School District, Colonial Housing Project (Oxnard, CA), Teledyne (Thousand Oaks, CA), and Moorpark Community College (Moorpark, CA). He is an asset to our team by keeping projects cost effective by being informed of budget constraints and being diligently communicative with consultants and clients at all phases of project. Relevant project experience includes OUHSD Camarillo HS, Rancho Campana HS, La Canada USD, PVSD Prop 39 HVAC Upgrades – La Mariposa ES, Las Colinas MS, Rancho Rosal ES, Tierra Linda, ES, Valle Lindo ES.



Plumbing Engineer – Kelly Schall 30 Years' Experience

Kelly Schall leads the B&A's Plumbing Design Department. He has led numerous projects from their inception through procurement and completion of construction. Adept at establishing a precise and complete scope of work, projects led by Mr. Schall invariably proceed smoothly through the various phases of design, cost estimation, segregation of costs, creation of project specifications, construction phase and ultimate project completion. Relevant projects include OUHSD Camarillo HS, Rancho Campana HS, LBUSD Prisk ES, Cubberly ES, Millikan HS, CLU.





Electrical Engineer/MEP Designer – Manan Christian, PE 3 Years' Experience

Manan Christian gained knowledge in mechanical design while working with mechanical designer, also created mechanical designs for single family, multifamily and custom homes using uniform mechanical code, California mechanical code, ASHRAE and local jurisdiction requirements, with the help of design software like Wrightsoft and energy pro for commercial projects. Self-learned solar design from scratch and provided solar designs for various residential projects including custom homes. Proficient knowledge in Energy calculations including mechanical, electrical and envelope and has experience or is currently working on the following projects: OUHSD Camarillo HS, OUHSD Rancho Campana HS.



SSG Structural Engineers

Principal Structural Engineer – Michael E. Parolini, PE, SE

Michael is a California licensed Structural and Civil Engineer. He has been designing education projects at the K12, Community College and University level for almost two decades. His experience covers all aspects of Structural Engineering, including new construction, modernizations, risk evaluation and structural evaluation.

Since 2005, Michael has been a member of the Faculty at California Polytechnic State University, San Luis Obispo (Cal Poly). As a Lecturer in the Architectural Engineering Department he has taught classes in Structural Graphics, Industry Communication, Timber and Steel. He takes pride in giving back to his Alma Mater in a sharing of knowledge capacity.

Representative K12 Classroom Projects:

- Rose Avenue K-5 School, Oxnard School District (DSA Approved)
- Atascadero High School Building 1200 & 1100 Classroom Modernizations; Atascadero High School District
- Solvang Elementary School New Classroom Wing, Multipurpose Room, and modernizations (Phase II-IV); Solvang Elementary School District
- Isbell Middle School Adaptive Reuse & Modernization for New Science Classrooms; Santa Paula Unified School District
- Atascadero High School New Science & Shop Classrooms; Atascadero High School District
- Redwood Middle School Modernization of Main Classroom Wing; Conejo Valley Unified School District

7 Community-Oriented Design Approach

IBI Group is well aware of the distinct culture that makes up the Christa McAuliffe & Emilie Ritchen Elementary School Campuses. We have been working with Oxnard School District on projects since the late 1980's. IBI Group has practically worked on every campus in the District in some capacity including assisting Design West Architects with the development of the Christa McAuliffe ES. In addition, we also worked on Emilie Ritchen ES where we improved the plans for the Multipurpose and Library for efficiency. **We are excited to continue our work with Oxnard School District in updating these elementary schools to meet the needs of the next generation learning.**

We will collaborate with the District's design team, and feel that discussing the project issues in a couple of workshops that include the District's Program Manager, IBI Design Team, a small selected committee comprising of the Principal + Staff, Maintenance & Operations Staff, and the Community would be a highly effective tool. This will allow us to gather information, share our findings and incorporate the feedback from the workshops to ensure the success of the projects.



8 Cost Estimate

IBI Group has evaluated all of the available information to determine a conceptual statement of probable cost indicated below for the indicated scope of work at McAuliffe and Ritchen Elementary School for the Oxnard School District. At this very early stage we have made some assumptions based on our four decades of experience. Moving forward with the District and the Program Manager we will continue to develop a scope of work, and budget, that will assist the District in meeting the vision of a 21st century learning environment. The following are the assumptions made in developing this proposal.

Attachment B - Cost Comparison Sheet

District Specification and Budget				Architect's Proposal				
McAuliffe Elementary Improvements	Net Total	Unit	Hard Cost Budget	Description (Same format as District Specification)	Net Total	Unit	Variance from District Spec.	Est. 2019 Total Cost as Proposed
21st Century upgrades to 28 existing permanent classrooms		sf		21st Century upgrades to 28 existing permanent classrooms	24940	sf		\$ 2,394,240
21st Century upgrades to library/media center		sf		21st Century upgrades to library/media center	1960	sf		\$ 284,200
Improvements to the MPR area		sf		Improvements to the MPR area	3740	sf		\$ 336,600
Upgrades to the HVAC system		sf		Upgrades to the HVAC system				\$ 267,556
Convert supply rooms into office space		sf		Convert supply rooms into office space	450	sf		\$ 5,000
Subtotal:		sf	\$ 3,471,821	Subtotal:				\$ 3,282,596
Assumptions								
Total Project Soft Costs								
21st Century Classroom and Support FF&E				21st Century Classroom and Support FF&E	28	ea		\$ 770,000
Professional Services (e.g. architect/engineering/other consulting fees)				Professional Services (e.g. architect/engineering/other consulting fees)				\$ 374,682
Agency fees, Inspection (IOR)				Agency fees, Inspection (IOR)				\$ 99,000
Environmental, Legal				Environmental, Legal				\$ 35,000
Project Contingency				Project Contingency	10	%		\$ 347,182
Other (e.g.preliminary testing, energy analysis, misc)				Other (e.g.preliminary testing, energy analysis, misc)				\$ 40,000
Total Soft Costs \$ 1,487,923				Total Soft Costs				\$ 1,665,864
Total "All-in" \$ 4,959,744				Total "All-in"				\$ 4,948,460
Ritchen Elementary Improvements	Net Total	Unit	Hard Cost Budget	Description (Same format as District Specification)	Net Total	Unit	Variance from District Spec.	Est. 2019 Total Cost as Proposed
21st Century upgrades to 28 existing permanent classrooms		sf		21st Century upgrades to 28 existing permanent classrooms	24,795	sf		\$ 2,380,320
21st Century upgrades to library/media center		sf		21st Century upgrades to library/media center	1925	sf		\$ 279,125
Improvements to the MPR area		sf		Improvements to the MPR area	3290	sf		\$ 329,000
Upgrades to the HVAC system		sf		Upgrades to the HVAC system				\$ 267,556
Subtotal:		sf	\$ 3,434,095	Subtotal:				\$ 3,256,001
Assumptions								
Total Project Soft Costs								
21st Century Classroom and Support FF&E				21st Century Classroom and Support FF&E	28	ea		\$ 770,000
Professional Services (e.g. architect/engineering/other consulting fees)				Professional Services (e.g. architect/engineering/other consulting fees)				\$ 370,910
Agency fees, Inspection (IOR)				Agency fees, Inspection (IOR)				\$ 94,000
Environmental, Legal				Environmental, Legal				\$ 30,000
Project Contingency				Project Contingency	10	%		\$ 343,410
Other (e.g.preliminary testing, energy analysis, misc)				Other (e.g.preliminary testing, energy analysis, misc)				\$ 40,000
Total Soft Costs \$ 1,471,755				Total Soft Costs				\$ 1,648,319
Total "All-in" \$ 4,905,850				Total "All-in"				\$ 4,904,320

* Hard costs are inclusive of all site work and demolition, General Conditions and requirements, Contractor's Bond, Risk and Insurance, Contractor's Fee and Overhead, and Construction Contingency.

Conceptual Estimate Assumptions:

1. Hard costs are exclusive of all site work and demolition, General Conditions and requirements, Contractor's Bond, Risk and Insurance, Contractor's Fee and Overhead, and Construction Contingency.
2. As noted in the Addendum, dated 09/10/2019, the following issues are excluded from the scope of work and fee calculation. Upon project award, IBI Group and consultants will investigate and provide additional scopes of services to address the following existing conditions:
 - A. Assess facility to identify and provide corrective measures to address existing water intrusion concerns.
 - B. Assess facility to identify and provide corrective measures upgrading existing fire alarm system to meet current standards.
 - C. Assess entire campus to identify and provide corrective measures to address existing accessibility concerns.
 - D. Evaluate condition of existing walk-in refrigerators/freezers and provide recommendations for repair or replacement.
 - E. Evaluate existing conditions at McAuliffe ES and provide recommendations for the replacement of the existing grease interceptor.
3. Provisions for the design and approval for interim housing is not included in this scope of work.
4. All exterior improvements to hardscape, landscape and playgrounds are not included in this scope of work.
5. No existing site reports were provided or reviewed as part of this estimate.
6. All major infrastructure is in good order and of sufficient capacity to support the existing facility.
7. Included 10% Accessibility Upgrades in the 21st Century Upgrades.
8. The accessible path of travel to the areas under consideration is compliant.
9. Used costs indicated in the RFP for the Additional Eligible improvements as indicated in the RFP.
10. Included 10% Accessibility Upgrades in the 21st Century Classroom Upgrades.
11. Project Contingency - 10%
12. Escalation not included

EXHIBIT "C"
BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

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

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

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

B. ESTIMATES AND COSTS GENERALLY

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

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

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

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

C. PROJECT INITIATION PHASE

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

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

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's appropriate consultants, and District staff.
 - (i) The project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.

- (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
- (iii) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
- (iv) Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
- (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with Architectural Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete Design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District’s Educational Specifications to identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if required.
- (3) Conduct Architectural program meeting with the District selected project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the LLBC; estimates are to be based on the developed functional Architectural programs as approved by the District.

- (6) Estimates prepared by Architect:
- (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
 - (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
 - (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
 - (vi) Mechanical, electrical, civil, landscaping and estimating sub-Architects shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
- (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.
- Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

- (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
 - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
 - (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
 - (iii) Coordinate finish floor elevations with architectural site plan.
- (3) Landscaping:
- Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- (4) Specifications:
- Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the project design and specifications.
- (5) Estimates:
- (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.
- General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

- (ii) The estimate shall separate the project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
 - (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- (6) Meetings:
- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.
 - (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.
- (7) Presentation:
- Architect shall present and review with the District the detailed Schematic Design.
- The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

- (1) Architectural:
 - (i) Scaled, dimensioned floor plans with final room locations including all openings.
 - (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
 - (iii) Identification of all fixed equipment to be installed in contract.
 - (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - (v) Preliminary development of details and large scale blow-ups.

- (vi) Legend showing all symbols used on drawings.
 - (vii) Floor plans identifying all fixed and major movable equipment and furniture.
 - (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
 - (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures
 - (b) Ceiling registers or diffusers
 - (c) Access Panels
 - (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:

- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
 - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping
 - (d) Temperature control zoning.
 - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
 - (iii) Ductwork and piping should be substantially located and sized.
 - (iv) Devices in ceiling should be located.
 - (v) Legend showing all symbols used on drawings.
 - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
 - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
 - (iv) Show system(s) selected on drawings as follows:
 - (a) Single line drawing(s) showing major distribution system.
 - (b) Location and preliminary sizing of all major electrical systems and components including:
 - (1) Load centers
 - (2) Main panels
 - (3) Switch gear

- (v) Identify and define the scope of the technology backbone system.
- (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
- (vii) All major electrical equipment should be scheduled indicating size and capacity.
- (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect.

(5) Civil:

- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

- (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide general condition specification and supplementary conditions.

(8) Estimate:

Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the contract documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the contract documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents (C/D) 50% stage:
 - (i) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.

- (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
- (a) Mechanical calculations virtually completed with all piping and ductwork sized.
 - (b) Large scale mechanical details should be started.
 - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
 - (c) All electrical equipment schedules should be started.
 - (d) Special system components should be approximately located on plans.
 - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Document.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Documents.

(vii) Estimate:

Update and refine the Design Development Phase Estimate. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.

- (d) Finish door, and hardware schedules virtually complete, including most details.
- (e) Site utility plan virtually complete.
- (f) Fixed equipment details and identification virtually complete.
- (g) Reflected ceiling plan virtually complete.
- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
- (i) All equipment catalog cuts.
- (ii) Structural:
 - Completed structural floor plans and sections with detailing well advanced.
- (iii) Mechanical:
 - (a) Mechanical load calculations complete and all piping and ductwork sized.
 - (b) Large scale mechanical details should be substantially complete.
 - (c) Mechanical schedule for equipment substantially complete.
- (iv) Electrical:
 - (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - (c) All electrical equipment schedules should be virtually complete.
 - (d) Special system components should be located on plans.
- (v) Civil:
 - All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

- (4) Construction Documents - Substantial Completion Stage:
 - (i) Architectural:
 - (a) Completed site plan.
 - (b) Completed floor plans, elevations and sections.
 - (c) Architectural details and large blow-ups completed.
 - (d) Finish, door and hardware schedules completed, including all details.
 - (e) Site utility plans completed.
 - (f) Fixed equipment details and identification completed.
 - (g) Reflected ceiling plans completed.
 - (ii) Structural:
 - (a) Structural floor plans and sections with detailing completed.
 - (b) Structural calculations completed.
 - (iii) Mechanical:
 - (a) Large scale mechanical details complete.
 - (b) Mechanical schedules for equipment completed.
 - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
 - (d) Complete energy conservation calculations and report.
 - (iv) Electrical:
 - (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
 - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

- (c) All electrical equipment schedules completed.
- (d) Special system components plans completed.
- (e) Electrical load calculations completed.
- (v) Civil:
 - All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:
 - Update and refine the 50% Construction Document Estimate.
- (vii) Specifications:
 - (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words “or approved equal” in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District’s Construction Manager, made during District review of specifications.
 - (b) Coordination of the development of specifications by other disciplines.
 - (c) Specifications shall be in CSI format.
- (5) Construction Documents Final DSA Approval Stage:
 - (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies’ comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Stage.
 - (ii) The contract documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

- (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
 - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
 - (c) Update and refine the Architect Consultant's completed Construction Documents.
- (6) Construction Documents Final Back-Check Stage:
 - (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
 - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by the District.
- (7) Contract Documents:
 - (i) The Architect shall prepare and submit to the District for written approval the "contract documents" for the Project, which shall include all those documents necessary and convenient to provide for the contracting for construction of the Project, including, but not limited to, the construction contract provided by the District, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The Architect shall conform for use in the contract documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
 - (ii) To the extent required, the Architect shall submit the contract documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the contract documents. Upon receipt of DSA approval of the contract documents, the Architect shall provide to the District a final estimate of total construction costs for the Project.
 - (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the contract documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:

- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
- (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Architect.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Lease/Leaseback Contractor.
- (2) Following written approval of the contract documents and written acceptance by the District of Architect's final estimate of total construction costs, the Architect shall cooperate with the District and/or its LLB Contractor in the reproduction of the contract documents and the distribution of the contract documents to contractors interested in bidding on the Project. All sets of contract documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and contract documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.
- (6) If at any time the total of the lowest responsible and responsive bid(s) for the Project, together with all other estimated and/or actual costs included within the construction cost, exceed the construction budget approved by the District for the Project, the

Architect, in consultation with the District and at no additional expense to the District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the construction budget. In so revising the plans and specifications, the Architect shall exercise its best judgment in determining the balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the construction budget.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an additional service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the services required by the Construction Phase of this Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay in the work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.

- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and its representative(s). The purpose of these visits is to resolve discrepancies in the contract documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the District's construction contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction project based upon information provided by the District's construction contractor and changes by change orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.
- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the contract documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Architectural Services.
- (3) Architect shall coordinate with the District , at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES

The Architect is not responsible for providing, as part of the Architectural Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

EXHIBIT "D"
DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies

four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies

four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.
- (c) Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.
- (e) Electronic file copy of DSA Approved CD drawings and specifications on CD- 1 copy (in PDF and CAD format)
- (f) Design Checklist - 2 copies
- (g) A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

EXHIBIT "E"

INVOICE APPROVAL LETTER

DATE: _____

PROJECT: Modernization of Ritche K-5 School

ARCHITECT OF RECORD: IBI Group

IBI Group has submitted all required documents pertaining to the Design Phase of the contract for review by the District's Program Manager, Caldwell Flores Winters, Inc. (CFW) and the Oxnard School District.

By signing below, a representative of IBI Group hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date and an accurate representation of the percent work completed for the phase identified in the invoice. The representative also certifies that the invoice submitted does not include any charges for services that have been previously paid or rejected by the District and/or CFW.

IBI Group

Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc.

Date

Oxnard School District

Date

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up

- 1 See "billing tab" below for spreadsheet; these are the instructions
- 2 Enter project name, DSA project number, project type, invoice number, date, your company name, fax, phone, etc.
- 3 Enter purchase order number provided to you when contract was issued
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, reimburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows reimbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing

- 5
IMPORTANT! When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column.
- 8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email to Chris Yafuso (cyafuso@aimcsworld.com) or mail to the CFW Oxnard office at 1901 S. Victoria Avenue #106, Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors and miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

EXHIBIT "F"

FINGERPRINTING REQUIREMENTS

SECTION 00510

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

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

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

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

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

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

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

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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

Name: _____

Title: _____

AND/OR

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: August 20, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Amendment No. 002 to Agreement No. 23-161 with Flewelling & Moody to Provide Architectural Engineering Services for Rose Avenue Elementary School ECDC Project (Pifko/Bennett/CFW)

Pursuant to Board action, the Oxnard School District applied to the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Program in March 2023. The Program provides one-time grants to construct new or retrofit existing facilities for the purpose of providing classrooms to support full-day preschool, transitional kindergarten (TK) or kindergarten (K) instruction.

As a component of the Enhanced Master Construct Plan, a separate new Early Childhood Development Center (ECDC) is to be constructed at the existing Rose Avenue Elementary School site. During plan review by DSA, comments were made requiring the services of a structural engineer to address comments related to HVAC attachment to the building structure.

This amendment is required for the Architect to retain the services of a structural engineer to address those comments.

FISCAL IMPACT:

\$3,500.00 - Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Amendment #2 to Agreement #23-161 with Flewelling & Moody.

ADDITIONAL MATERIALS:

Attached: [Amendment #2 \(5 Pages\)](#)

[Agreement #23-161, Flewelling & Moody \(56 Pages\)](#)

Amendment No. 002 to Architect Services Agreement No. 23-161

The Architect Services Agreement No. 23-161 (“Agreement”) entered into on October 18, 2023, by and between the Oxnard School District (“District”) and Flewelling Moody Architects, Inc. (“Architect”), is hereby amended by the parties as set forth in this Amendment No. 002 to the Architectural Services Agreement No. 23-161 (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained Architect to provide architectural and design services for Rose Avenue Early Childhood Development Center (ECDC) Project (“Project”);

WHEREAS, the Architect in the process of the design work for the Project and has submitted the construction documents to the Division of the State Architect (“DSA”) for their review;

WHEREAS, the Board of Trustees has taken certain actions to approve the design of the Rose Avenue ECDC project;

WHEREAS, the Board recognizes that the timing of the various components of work must all be approved by DSA and additional coordination between the two project on the school site will be required;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

AMENDMENT

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

The definition of the Project is expanded to include additional coordination between the Rose Avenue ECDC project and the Rose Avenue Elementary School Reconstruction project.

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

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

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

SECTION 5.2.3 Additional Compensation for the Rose Avenue Elementary School ECDC Project revised Scope of Work. The Architect agrees to perform the Basic Services as described in the original Agreement, and Exhibit “F” thereto, with respect to the Project. Architect agrees to deliver the deliverables identified in Exhibit “C” of the original Agreement for the Project. In consideration for the amended basic services and

deliverables, Architect agrees to be compensated an additional flat “all-in” Basic Fee for the additional work totaling: **Three Thousand Five Hundred Dollars and No Cents (\$3,500.00)**. **This fee shall include all the work necessary to address DSA comments related to structural issues on HVAC bracing and support including the costs of any sub-consultants or any specialty consultants.**

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

The Parties agree that all other provisions of the Architectural Services Agreement No. 23-161 entered into and executed by the Parties on October 18, 2023 remain in full force and effect. Architect agrees that any provisions, limitations and exclusions in its proposal, Exhibit “F” hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute this Amendment No. 002 and represented that each has authority to do so on the dates set forth below:

OXNARD SCHOOL DISTRICT:

By: _____
Melissa Reyes, Director, Purchasing

Date:

FLEWELLING MOODY ARCHITECTS, INC.:

By: _____
Scott Gaudineer, Managing Principal

Date:



Additional Services #2 Proposal for:

New Transitional Kindergarten Facilities at Rose Avenue Elementary School Oxnard School District

Located at 220 S. Driskill Street
Oxnard, California 93030

Submitted to:
Gerald Schober
Caldwell Flores Winters, Inc.
January 8, 2025

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I. Scope of Work Description

DSA Structural review comments received on 12/5/2024 require structural calculations to be provided in order to justify the mechanical duct supports. In addition, the reviewer is requesting clarifications on the structural connections of the mechanical duct supports as well. The project currently does not have a structural engineer on board.

II. Scope of Services

Structural engineer will review the DSA comments, provide supporting structural calculations and details for justification, and attend DSA backcheck meeting as required.

III. Design Consultants

This proposal includes the services of the following consultant:

- 1. Structural Engineer: Orion Structural Group, Inc.

IV. Professional Service Fees

Flewelling & Moody’s proposed fee for the specified scope of services shall be a fixed fee in the amount of \$3,500 based on the information provided.

Sincerely,



01/08/2025
Scott F. Gaudineer, AIA, C-14211
President / CEO
Flewelling & Moody, Inc.

Accepted by:

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

AGREEMENT #23-161
FOR ARCHITECTURAL SERVICES
BETWEEN
Flewelling and
Moody AND
OXNARD SCHOOL DISTRICT

October 18, 2023

FOR

Rose Ave ECDC Project

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **18th day of October, 2023** by and between **Flewelling and Moody, Inc.**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at **815 Colorado Boulevard, Suite 200, Los Angeles, CA 90041** and the **Oxnard School District**, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030, in connection with services commencing on **October 18, 2023**. District and Architect are sometimes individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

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

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

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

AGREEMENT

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

SECTION 1 GENERAL PROVISIONS

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

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

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

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

Rose Ave ECDC
Oxnard School District

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.19 “Construction Budget” shall mean the Construction Cost, established by the District representative, of the documents and specifications prepared by or under the direction of the Architect, as amended by agreement of the parties during any subsequent phase.

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

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

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

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

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

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

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

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

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

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

1.1.44 “Notice of Completion” or “NOC” shall mean the legal notice filed with the County Recorder after completion of construction project.

1.1.45 “OPSC” shall mean the Office of Public School Construction of the State of California.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2 **EMPLOYMENT OF ARCHITECT**

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

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

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

SECTION 3 **PROJECT**

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

Rose Ave ECDC
Oxnard School District

SECTION 4 **SERVICES**

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

4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES

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

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

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

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

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

4.2.6 Corrections to Construction Documents and Other Deliverables. The Architect shall revise the Construction Documents as needed to incorporate any and all change orders and other necessary modifications required due to negligent acts or any errors or omissions by the Architect

or the Architect Consultants. The Architect shall also provide any modifications to any deliverables required under **Exhibit A** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultants.

4.2.7 Weekly Reports. The Architect shall provide written weekly reports discussing the progress made concerning Services and sent to the District's Sr. Program Manager.

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

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

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

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

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

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

4.2.13 Funding Applications and Approvals. The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State or other

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

4.2.14 District Design Standards. The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

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

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

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

4.2.17 Deliverables. Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibit A**.

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services.

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

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements, (ii) revisions that should have

been implemented during design or (iii) necessary to comply with applicable laws, rules, or regulations.

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

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

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

4.3.2.5 Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultants.

SECTION 5

ARCHITECT'S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

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

\$218,000.00

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

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

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

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

5.2 COMPENSATION FOR ADDITIONAL SERVICES

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

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

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

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

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

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

expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed \$2,000.00:

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

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

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

5.5 INVOICES

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

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

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

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

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

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

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

SECTION 6

DEFAULT: REMEDIES: SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

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

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage

amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

6.1.15 Failure To Maintain Errors and Omissions Insurance. The Architect fails to maintain the insurance required pursuant to Section 11.2.2.3 herein.

6.3 DISTRICT REMEDIES

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

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

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

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

in accordance with industry standard for the particular Project, or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.

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

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

6.4 TERMINATION BY ARCHITECT.

The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

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

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

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

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

SECTION 7 DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

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

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

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

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

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

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

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

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

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

7.1.3.7 Hazardous Material Consultant. Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by the Architect. If the hazardous materials

consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer.

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

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

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

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

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

7.2 LIMITATION ON LIABILITY OF DISTRICT

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

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

SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of

Rose Ave ECDC
Oxnard School District

design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

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

SECTION 9 **PROJECT SCHEDULE**

9.1 SCHEDULE

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

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

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

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

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

SECTION 10
DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the “Project Documents”) shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant, as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

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

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

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

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

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

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

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

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

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

SECTION 11

INDEMNIFICATION AND INSURANCE

11 INDEMNIFICATION, INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, Architect agrees

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that it will indemnify, defend and hold the District, the District's Representative, and their respective Board members, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

11.1.1.1 Any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and

11.1.1.2 Any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, sub consultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.

11.1.2 To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by the negligent professional act or omission in the performance of professional services or willful misconduct by the Architect, its officers, employees, consultants, sub consultants or agents, pursuant to this Agreement.

11.1.3 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent caused by the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

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

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

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

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

11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.

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

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

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

11.2.2 Minimum Scope of Insurance.

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

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

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than three (3) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

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

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

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

11.2.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

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

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

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

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

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

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

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

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

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

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared

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

SECTION 12 **DISPUTE RESOLUTION**

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

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

12.2 SUBMISSION OF A CLAIM

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

12.2.2 By the District. The District’s right to commence the Claims Resolution Process shall arise at any time following the District’s actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or

circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events. Notwithstanding the foregoing, the District shall not be able to commence or assert a claim beyond the applicable statute of limitations.

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

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

12.3.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Scope of Services hereunder or, (ii) the termination of the services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Scope of Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Scope of Services and the District shall continue to make payments for those services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

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

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

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

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

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

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

SECTION 13 NOTICES

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

TO DISTRICT:

Oxnard School District
Attn: Dr. Ana DeGenna Interim Superintendent
1051 South A Street
Oxnard, CA 93030

TO ARCHITECT:

Flewelling and Moody
Attn: Scott Gaudineer, President/CEO
815 Colorado Boulevard, Suite 200
Los Angeles, CA 90041

SECTION 14 REPRESENTATIONS OF THE ARCHITECT

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

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

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

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

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

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

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

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

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

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

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit C** and incorporated herein by reference prior to any of the Architect's or

Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

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

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

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

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

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

SECTION 15

MISCELLANEOUS PROVISIONS

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

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

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

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entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

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

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

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

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

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

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

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

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

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

Rose Ave ECDC
Oxnard School District

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

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

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

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

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

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

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

Architect

District



By: Scott Gaudineer

By: Lisa A. Franz

Title: President/CEO

Title: Director, Purchasing

Date: October 19, 2023

Date: 10-30-2023

EXHIBIT "A"

PROJECT

Pursuant to the adopted Enhanced Master Construct Plan, a separate new Early Childhood Development Center (ECDC) is to be constructed at the existing Rose Avenue elementary school site. The ECDC would be located at the northwest corner of the site where the three current kindergarten classrooms (Rooms 501, 502, and 503) are located. The existing kindergarten facilities will be modernized and incorporated with three new Title 5/Title 22 classrooms to establish the new ECDC facility. The new Title 5 compliant classrooms will be capable for use as TK, K, or preschool facilities. The existing play area will be relocated and improved as required to serve the needs of these students. Students attending the ECDC would matriculate up to grade levels at their school of residence, where possible.

Arcadis/IBI Group is currently working on the Rose Ave Reconstruction project and has submitted a proposal for architectural services for the project. Coordination between the current new Rose construction project and this new ECDC project is underway. The proposed ECDC design and proposed team members are subject to final Board review and approval.

Project Budget and Schedule

The total "all in" budget for the project is estimated at \$4,929,979 for both hard costs (construction) and soft costs (planning, design, agency fees, etc.). Full funding for the project is to be provided from the proceeds of the Enhanced Master Construct program. Like the ECDC constructed at Harrington, there is no upfront funding from State aid for this project. The following anticipated project timeline is subject to adjustment based on the timing and processing of administrative approvals, prevailing marketing conditions, or environmental, weather, and site conditions.

Board meeting for Architect and professional services contract approval: October 2023

Board meeting for Modular contract approval: November 2023

Board meeting for General Contractor approval: December 2024

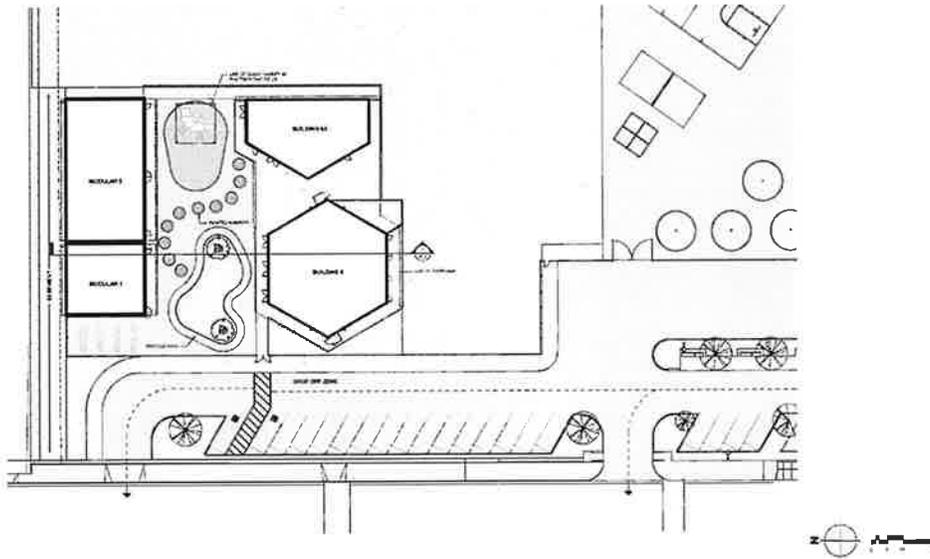
Division of the State Architect (DSA) anticipated submittal: March 2024

Anticipated DSA Approval: May 2024

Proposed Site Location

Figure 1 provides the proposed location for the new Rose ECDC facilities. The ECDC is proposed to be located at the northwest corner of the site where the three existing kindergarten classrooms (Rooms 501, 502, and 503) are located. These facilities will be modernized and incorporated into the new ECDC facility with three additional Title 5/22 modular classrooms. The new classrooms will be inclusive of specification for K facilities which allows for their intended use and adaptability in the future, if needed, for preschool, TK, or K facilities. Upon completion, this will bring the total number of State Title 5 compliant classrooms for PS/TK/K at the Rose Avenue site to twelve.

Figure 1: Proposed Locations for ECDC Facilities at Rose Avenue Elementary School



Source: Arcadis/IBI Group

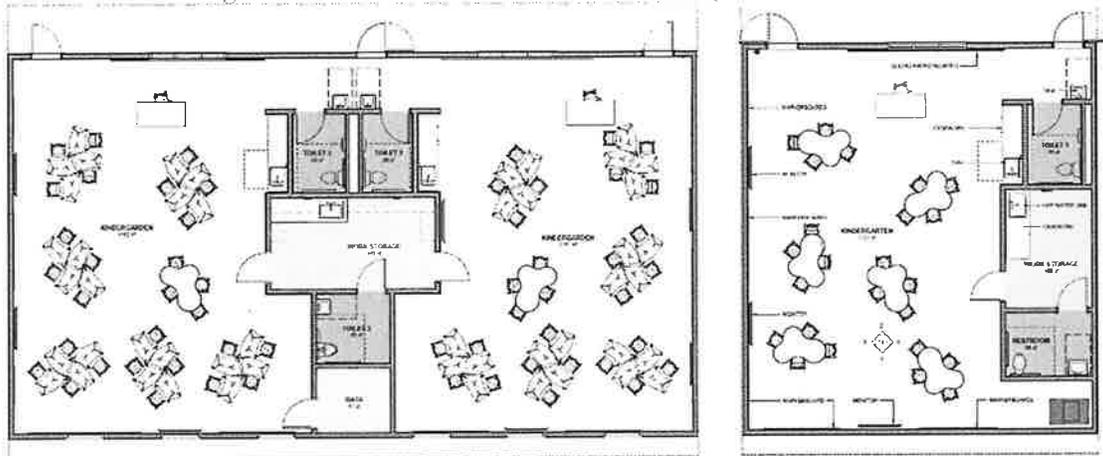
Project Specifications

Six classrooms are proposed to be constructed through a combination of modernizing existing facilities and constructing new modular facilities. Three current kindergarten classrooms (Rooms 501, 502, and 503) located in Buildings 5 and Building 5A will be renovated. Three new modular classrooms will be constructed. Playground upgrades will be provided along with some site work associated with relocating existing utilities and realigning access to the existing car park. The use of the existing parking and drop off are proposed to be integrated with the overall site.

To allow for the flexible use of the facilities for TK, K, or preschool, all the classrooms will be constructed to meet State licensing requirements as outlined in Title 22 of the California Code of Regulations for preschools and District Board approved 21st Century classroom requirements for TK and K classrooms. These requirements include a minimum of 75 square feet per child of outdoor activity area based on the total licensed capacity and located in an area that is easily and safely accessible by the children, including a shaded rest area with equipment and activities arranged so as not to interfere with each other. A four-foot fence is required to enclose the outdoor activity area. In addition, a minimum of 35 square feet per child of indoor activity space must be available based on the total licensed capacity. An individual storage space for each child must be provided plus one toilet and one hand washing sink for every 15 children with a separate toilet and sink for use by teachers, staff, ill children, or emergency use. A drinking fountain must also be installed for use by children for both the indoor and outdoor activity areas.

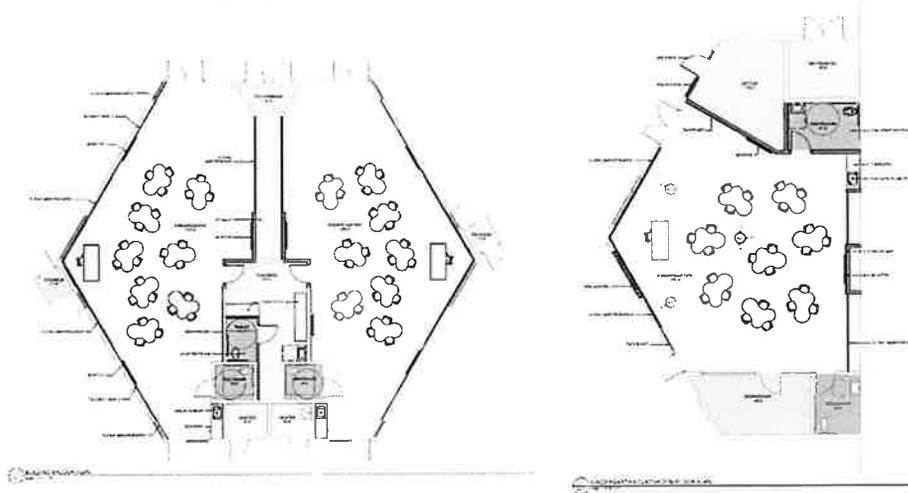
Figures 2-3 depict a sample preschool, TK and K classroom floor plans of new and modernized facilities designed to meet District specifications, Title 5 and Title 22 requirements for K, TK, and preschool classrooms.

Figure 2 – New Modular Classroom Conceptual Floor Plans



Source: Arcadis/IBI Group

Figure 3 – Building 5 (Left) and Building 5A (Right) Conceptual Floor Plans



Source: Arcadis/IBI Group

In addition, all classrooms will be designed to meet Title 5 requirements of not less than 1,350 square feet, including restrooms accessible from the classroom, storage and teacher preparation spaces, wet and dry areas, and designed supervision of the classroom and play yards. The play yard is designed to provide a variety of activities for the development of large motor skills. Classrooms must provide learning environments that support the requirements for learning and mastering the Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS) by young children. These specifications for facilities have been approved by the Office of Public School Construction (OPSC) and State Allocation Board (SAB) for State grants, the California Department of Education (CDE) for compliance with state requirements, and the Division of the State Architect (DSA) for building code compliance. In addition, proposed facilities now require photovoltaic and back-up battery systems to support the State's new solar power requirements for all new school facilities to be constructed after July 1, 2023.

Recommendation

It is recommended that the Board adopt an architectural services contract with Flewelling & Moody, Inc. at its October 2023 Board meeting and direct CFW to proceed with the proposed project's implementation pursuant to the Enhanced Master Construct Plan.



FLEWELLING & MOODY
architecture • planning • interiors

Proposal for: New Transitional Kindergarten Facilities at: Rose Avenue Elementary School Oxnard School District

Flewelling & Moody, Inc. Project # 3067

**Submitted to:
Caldwell Flores Winters, Inc.**

September 5, 2023

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VIII. Exhibit” A” Schedule of Billing Rates.....7

I. Project Description

A. Summary

The District needs accommodate a growing enrollment due to the transitional kindergarten program.

Six classrooms are proposed to be constructed through a combination of modernizing existing facilities and constructing new modular facilities. Three current kindergarten classrooms (Rooms 501, 502, and 503) located in Buildings 5 and Building 5A will be renovated per the conceptual plans provided by CFW, Inc. Three new modular classrooms will be constructed. Playground upgrades will be provided along with some site work associated with relocating existing utilities and realigning access to the existing car park. The use of the existing parking and drop off are proposed to be integrated with the overall site.

The proposed modular manufacturer is to be determined

The proposed location on campus shall require site work, including grading and earthwork in areas of the new kindergarten classrooms to create building pads, new concrete accessible walkways to the buildings, modifications to existing water, sanitary, electrical, fire alarm, low voltage systems, landscaping and irrigation. It is assumed that the locations of the proposed buildings are relatively flat and there are no significant site drainage requirements. It is also assumed that the buildings will be required to have fire sprinkler systems and that there is adequate pressure to serve the new buildings. Further, it is assumed that the campus fire alarm, power and low voltage systems do not require upgrades or replacement. This proposal is based on DSA/PC approved modular buildings similar to those manufactured by Enviroplex.

B. Classroom Features

1. Each classroom shall have IT capability per current District standards.
2. Typical new classrooms are 36' by 40', with two door entries along with two windows for each classroom. Modernized classrooms will have similar entries and have existing windows in place.
3. Each classroom shall have its own HVAC unit with individual controls and shall be wall mounted.
4. Interior finishes include tack able wall surfaces, carpeting, and suspended acoustical tile ceilings with 2x4 LED dimmable light fixtures.
5. Casework in the shared workrooms shall meet District standards as outline in its Vision and Specifications document.

6. All buildings shall be at grade and shall meet Americans with Disabilities Act (ADA) accessibility requirements.
7. Foundations for the new buildings shall be concrete stem walls, as designed by the modular manufacturer, with appropriate ventilation and maintenance access to the area below the buildings, AKA the crawl space. A concrete slurry or slab cover shall be placed in as part of the crawl space.

II. Scope of Services

A. Basic Services:

1. Architecture, Civil Engineering, Landscape Architecture and Electrical Engineering (fire alarm and low voltage systems only) Plumbing Engineering services for Schematic Design, Design Development, Construction Documents, Bidding/Negotiation and Construction Administration phases.
2. The Architect shall prepare, for review and approval by the District, drawings and specifications, sufficient for communicating design intent to the District, and as required to review by agencies having jurisdiction (DSA, CDE and the Oxnard City fire department) and as necessary to perform construction.
3. The conceptual site plan identifies the general location of the new buildings to be in the southeast corner of the campus. Walkways, play areas and play structures will be required to be altered, expanded and/or relocated. Re-design of those areas shall be part of Basic Services as part of the grading and landscaping. On site storm drain retention is anticipated as part of the new work since the overall area is larger than 1 acre.
4. A video fly thru shall be created for presentation.
5. Architect shall review proposed modular building drawings with District staff and modular manufacturer to establish acceptable conformance to District requirements. Services shall include up to four (4) meetings between the Schematic Design phase and submission to DSA, one (1) meeting with CDE and one (1) meeting with the City of Oxnard Fire Department for site access and hydrant approval as part of the DSA submission.
6. Coordination of utility connections to the buildings. The District shall provide required services and information to determine locations of existing underground utilities and documentation of existing fire alarm and low voltage systems.

7. Assistance with DSA submittal and approvals. Services include 1 pre-intake meeting (if required) with DSA staff and in person meeting(s) to achieve DSA approval. The District is aware of the new criteria in effect for providing notice to DSA as to anticipated submission for review.
8. Assistance to District during the bidding process for the site work. Services include two (2) coordination meetings. It is assumed site work beyond the scope of the modular manufacture shall be via the lease/leaseback contractor project delivery method, per initial discussions with CFW staff.
9. Construction administration and DSA closeout. Services shall include up to twelve (12) site visits to verify general conformance of the work with the approved Contract Documents, and to advise the District and contractor of any observable deviations accordingly.

B. Additional Services:

The following are not included in Basic Services and shall be invoiced separately, based on hourly rates per Exhibit "A" in this proposal:

1. Constructability and potential cost saving options (value engineering) after DSA approval.
2. Changes to the DSA approved documents or additional scope of work requested by the District (Owner-Requested Changes).
9. Building engineering and systems including structural, mechanical, electrical (lighting and power), plumbing, and fire protection (fire sprinkler) within the buildings and associated site work for fire protection systems.
10. Civil Engineering of any off-site drainage systems and additions/modifications for parking or drop-off areas.
5. Client, contractor and DSA meetings and site visits exceeding those described in Basic Services.
11. All additional services shall be approved by the Client in writing prior to the start of the work.
12. Payment of all fees at the request of the District. Fees shall be reimbursed at cost plus ten percent (10%).

III. District Responsibilities

1. District is responsible for all fees associated with required approvals.

2. District shall pay for required in-plant and site inspection and testing as required by DSA. Inspectors shall be approved by the Architect to determine capabilities and acceptance for the project.
3. District shall provide required geotechnical and hydrology reports and topographic surveys.
4. The District shall provide all “as-built” documents for the campus.
5. The District, via its program management firm, CFW, shall provide timely review of required decisions to keep the project on schedule.

III. Project Construction Budget

The estimated overall project cost per the CFW’s estimate is: \$4,929,979

IV. Project Team

Principal Architect	Scott Gaudineer, AIA, C-14211, Architect of Record
Project Architect	Jun Tanaka, AIA
Civil Engineer	Encompass Consultant Group
Landscape Architect	Oasis Associates
Electrical Engineer:	Parvis Ebrahimi, Inc.

V. Project Delivery

The project delivery methodology shall be via an approved District contract for the buildings and a single lease/leaseback contractor for the renovation of the existing classrooms, site work and utilities.

VI. Project Timeline

Work shall be accomplished to meet an anticipated to DSA/CDE submittal of March 2024 assuming the modular manufacturer has submitted complete construction documents complying with a DSA PC approval available for coordination by December 1, 2023.

VII. Fee Structure

1. Architectural fees shall be: \$218,000

Architectural fee shall be adjusted at time of bid and adjusted at completion of project to include all additive change order amounts that are not caused by architect error and omission.

END OF PROPOSAL

EXHIBIT 'A'
Flewelling & INC. SCHEDULE OF
BILLING RATES - 2023

Managing Principal	\$300.00
Principal	\$285.00
Managing Architect	\$225.00
Senior Design Architect	\$200.00
Architect II	\$190.00
Architect I	\$175.00
CASp Services	\$225.00
Senior Project Manager	\$225.00
Project Manager II	\$190.00
Project Manager I	\$175.00
Senior CA Field Representative	\$190.00
CA Field Representative II	\$175.00
CA Field Representative I	\$155.00
Job Captain	\$175.00
Senior Designer	\$155.00
Designer II	\$135.00
Designer I	\$115.00
CADD III	\$135.00
CADD II	\$115.00
CADD I	\$95.00
Senior Tech Assistant	\$115.00
Tech Assistant II	\$105.00
Tech Assistant I	\$95.00
Secretary III	\$90.00
Secretary II	\$80.00
Secretary I	\$70.00

Note: The Architect shall reserve the right for the scheduled fees to be adjusted at the beginning of each calendar year by an additional 4% for each year the Agreement is in effect or at the time of renewal or an extension of contract.

SERVICES AND EXPENSES:

THE FOLLOWING SERVICES AND EXPENSES WILL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR WILL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

- Governmental fees
- Reproductions
- Plotting (required deliverables)
- Scanning
- Travel (in excess of 100 miles)
- Photocopying
- Subsistence Sub-
- Consultants

All payments are due upon receipt of invoice. Any payments not received within thirty (30) days of invoice shall incur interest at a rate of seven percent (7%) per annum for all unpaid balances.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2023

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

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

PRODUCER AssuredPartners Design Professionals Ins Svcs, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745 FLEW&MO-01	CONTACT NAME: Helen Jang PHONE (A/C, No, Ext): 626-696-1892 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER C : Travelers Casualty and Surety Co of America</td> <td>31194</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Casualty Company of America	25674	INSURER B : The Travelers Indemnity Company of Connecticut	25682	INSURER C : Travelers Casualty and Surety Co of America	31194	INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														

COVERAGES **CERTIFICATE NUMBER:** 9167698 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6803X193216	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA3X193357	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB6J392477	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			107917814	10/1/2023	10/1/2024	Per Claim \$2,000,000 Aggregate Limit \$2,000,000

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

Re: All Operations of the Named Insured
 Oxnard School District its Officers, Agents, Directors, Employees, and/or Volunteers are named as an additional insured as respects general liability as required per written contract.

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

Oxnard School District 1051 South A Street Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

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

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DATE OF ISSUE: 09/28/2023

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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DATE OF ISSUE: 09/28/2023

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COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) -

POLICY NUMBER: UB6J392477

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

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

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

Insurance Company Travelers Property Casualty Company of America

Countersigned by [Signature]

DATE OF ISSUE: 10/26/2023

Page 1 of 1

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: August 20, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Amendment #1 to Agreement #25-64 - Action Preparedness Training (Carroll/Magaña)

On June 11, 2025, the Board of Trustees approved Agreement No. 25-64 with Action Preparedness Training in the amount of \$9,000.00 to provide CPR/AED and First Aid training for staff during the 2025–2026 school year. Action Preparedness Training will continue to collaborate with Oxnard School District to ensure effective coordination and delivery of services, with the goal of certifying staff members in these essential life-saving skills.

Due to the need for additional funding to support training throughout the 2025–2026 school year, it is necessary to amend Agreement No. 25-64 through Amendment No. 1, increasing the contract by \$5,000.00. This results in a revised total contract amount not to exceed \$14,000.00.

Term of Agreement: July 1, 2025 through June 30, 2026

FISCAL IMPACT:

Not to exceed \$5,000.00 – Safety Credits Fund

RECOMMENDATION:

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Amendment #1 to Agreement #25-64 with Action Preparedness Training.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)

[Agreement #25-64, Action Preparedness Training \(8 Pages\)](#)

**Amendment #1 to Agreement #25-64 with
Action Preparedness Training
August 20, 2025**

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Action Preparedness Training:

By: _____

Date: _____

Oxnard School District:

By: _____
Melissa Reyes, Director, Purchasing

Date: _____



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number 25-64

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into June 11, 2025 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
Provider
651 Woodland Ave.
Street Address
Ojai, Ca. 93023
City, State, Zip code

805-340-6333
Telephone Number
ojaicpr@aol.com
E-mail Address
Tax Identification or Social Security Number

Services

Provide CPR/AED and First Aid training to all staff within the Oxnard School District.

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Table with 3 columns: Date(s) of Service, Hour(s) of Service, Location. Values: July 1, 2025 - June 30, 2026, TBD, TBD

Fees

Table with 2 columns: Description, Amount. Rows: Compensation for Services (\$ 9,000.00), Other Ancillary Cost, as applicable (\$ 0.00), Total not to Exceed (\$ 9,000.00)

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. **Commercial General Liability Insurance.** Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

b. **Automobile Liability.** Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. **Workers' Compensation Insurance.** Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. **Other Coverage as Dictated by the District.** If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.
- If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. **Certificates of Insurance.** Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. **Endorsements.** Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. **Failure to Procure Insurance.** Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Glenda Mahon
Provider Authorized Signer

[Signature]
Signature

6/5/25
Date

Oxnard School District
Melissa Reyes
Director, Purchasing

[Signature]
Signature

6/10/25
Date

Action Preparedness Training
951 Woodland Ave, Ojai CA 93023
(805) 340-6333

Proposal for Oxnard School District
Risk Management

July 1, 2025-June 30, 2026

March 17, 2025

Scope of Work

Action Preparedness Training proposes providing CPR/AED and First Aid training classes to school staff at competitive rates. Certifications are valid for 2 years. Classes typically run from 4-6 hours.

Times/Dates: TBD as needed for the proposed time period

Cost: \$70 per OSD staff member, estimated 100 staff members total

Total cost for Fiscal Year not to exceed: \$9,000

Business Address: 951 Woodland Ave. Ojai, CA 93023

Contact information:

Glenda Mahon
951 Woodland
(805) 340-6333

Glenda Mahon-EMT
Owner
[805] 340-6333

Renewal Auto Policy Declarations

To report a claim please call (800) 503-3724



Policy Period

From: 04/15/2025 12:01 AM
To: 10/15/2025 12:01 AM
Standard time at the address of the Named Insured

Policy Number

CAAP0000571738

Agent

DOUG CRAWFORD INS AGY LLC (044305)
102 E ALISO ST
OJAI, CA 93023
(805) 646-0171

Company

Mercury Insurance Company
P.O. BOX 10730
SANTA ANA, CA 92711-0730

Named Insured

GLENDA C MAHON
951 WOODLAND AVE
OJAI, CA 93023-4156
(805) 649-5789
OJAICPR@AOL.COM

Important Information

Date Sent: 03/18/2025

The enclosed Auto Insurance Renewal Bill and the U-251 IMPORTANT NOTICE are part of this policy. These specify the amount of your premium, your payment options, any applicable fees, and the due date. Your automobile insurance expires and coverage ceases at 12:01 AM on 04/15/2025. Coverage under this policy will become effective provided you pay the premium and any applicable fees as indicated on the Auto Insurance Renewal Bill. If you have any questions, please contact your agent at the phone number provided above.

This Declaration provides only a summary of coverage. All coverage is subject to the terms, conditions, and exclusions of the policy contract.

Discounts

2017 HONDA PILOT EXLN #18833 - Exceptional Driver, Good Driver, Group Discount, Multi-Car, Multi-Policy

Listed Drivers

GLENDA C MAHON - Years License Experience: 49
CHRIS J MAHON - Years License Experience: 50
CAITLYN MAHON - Years License Experience: 19
CHRISTOPHER MAHON - Years License Experience: 22

Excluded Drivers

None

The Designated Excluded Drivers – Coverage Exclusion is applicable to all coverages, including but not limited to, liability and uninsured motorists, provided now or later. It is agreed that the insurance afforded by this policy shall not apply nor accrue to the benefit of any insured or any third-party claimant when any motor vehicle is being used or operated by an **Excluded Driver** designated above, regardless of where the person resides or whether the person is licensed to drive. Please refer to the terms of your auto policy.

Additional Household Members

None

Vehicles and Coverage Limits

2017 HONDA PILOT EXLN UTL 4DR, VIN: 5FNYP5H77HB018833

Garaging Address: 951 Woodland Ave, Ojai, CA,93023-4156
 Primary Use of the Vehicle: Acceptable Business Use
 Current Term Annual Mileage: 13,500
 Renewal Term Annual Mileage: 13,500
 Current Term Mileage Program: Estimated
 Renewal Term Mileage Program: Estimated

Coverages	Limits	Premium
Bodily Injury Liability	\$100,000 each Person/\$300,000 each Accident	\$274.00
Property Damage Liability	\$100,000 each Accident	
Uninsured/Underinsured Motorist Bodily Injury	\$100,000 each Person/\$300,000 each Accident	\$59.00
Uninsured Motorist Property Damage/Collision Deductible Waiver	Collision Deductible Waiver Applies	\$2.00
Medical Payments	\$5,000 each Person/each Accident	\$4.00
Comprehensive	Actual Cash Value Less \$250 Deductible	\$45.00
Collision	Actual Cash Value Less \$500 Deductible	\$170.00
Rental	\$40 each Day/Maximum 30 Days	\$27.00
Roadside Assistance	\$75 Towing and \$75 for Non-Towing Services per Occurrence/Maximum 3 Occurrences	\$4.00
Non-Factory Equipment	\$1,000	Included

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 20, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-112 – Hip Hop Mindset (Fox/Shea)

Hip Hop Mindset will provide photography and videography services to the Oxnard School District during the 2025–2026 school year. These services will include coverage of school events, district-wide events, and other activities as requested by the district.

Hip Hop Mindset will assist with managing and posting content on the Oxnard School District's official social media platforms, including Facebook, Twitter, and Instagram, as directed by the district.

Term of Agreement: August 21, 2025 through June 30, 2026

FISCAL IMPACT:

Not to Exceed: \$75,000.00 – Expanded Learning Opportunities Program Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-112 with Hip Hop Mindset.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-112, Hip Hop Mindset \(15 Pages\)](#)
[Proposal \(1 Page\)](#)



SERVICES AGREEMENT

Requisition Number _____

Purchase Order Number _____

Contract Number _____

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.")

PROVIDER.

Provider _____

Telephone Number _____

Street Address _____

Fax Number _____

City, State, Zip code _____

E-mail Address _____

Tax Identification or Social Security Number _____

License Number (if applicable) _____

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number _____

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

Personal Vehicles: \$500,000.00 combined single limit or
 \$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

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

	<u>Each Occurrence</u>	<u>Aggregate</u>
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

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

PAYMENT SCHEDULE:

Invoices to be submitted monthly to jorejel@oxnardsd.org, gshea@oxnardsd.org, and accountspayable@oxnardsd.org

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2025

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

HIP HOP MINDSET

SOCIAL MEDIA PROPOSAL 2025/2026 SCHOOL YEAR

PROVIDER: Hip Hop Mindset **Phone Number:** (805) 758-5701

Street Address: PO Box 7202, Oxnard CA 93031

Email Address: info@hiphopmindset.com **Tax ID:** 93 - 3929293

SERVICES PROVIDED BY HIP HOP MINDSET LLC.

Hip Hop Mindset will provide photography and videography services to the Oxnard School District for the 2025/2026 school year.

Hip Hop Mindset will cover school events, district events, and any other events requested by the Oxnard School District.

Hip Hop Mindset will help manage and post as requested on Oxnard School District Social Media pages including Facebook, Twitter and Instagram.

DATES: August 21, 2025 - June 30, 2026 **Times:** 8:00 AM - 8:00 PM

Hourly Rate: \$100.00 (Not to exceed \$75,000.00)

PAYMENT: District will pay provider after receipt of an invoice. Net 30 days.

School Sites: Various school sites and locations throughout the Oxnard School District.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 20, 2025

Agenda Section: Section C: Academic Agreement

Approval of Agreement #25-113, Renaissance Learning, Inc. (Fox/Thomas)

Renaissance Learning, Inc. will provide benchmark assessment and data management tools, including Star Assessments, DnA (for custom test creation), and EduClimber (for data analysis and visualization). These platforms are implemented across all schools within the Oxnard School District (OSD).

To ensure these tools are used effectively, teacher leaders, TOSAs, and administrators will participate in virtual training sessions focused on both existing capabilities and new feature updates. These trainings are designed to support monitoring student progress and to inform data-driven decision-making that enhances student achievement.

The professional development will consist of 12 sessions, delivered in a train-the-trainer model. This approach aims to build internal capacity for sustained use of the platforms at both the site and district levels.

Term of Agreement: September 1, 2025 – June 30, 2026

FISCAL IMPACT:

\$4,050.00 – LCFF Funds

RECOMMENDATION:

It is the recommendation of the Director, School Performance & Student Outcomes, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-113 with Renaissance Learning, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-113, Renaissance Learning Inc. \(4 Pages\)](#)
[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 and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date

Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-186451 v2

Oxnard School District - 274891

Primary Contact

Anna Thomas
Email - athomas@oxnardsd.org
1051 S A St
Oxnard, CA 93030-7442

Billing Contact

Anna Thomas
Email - athomas@oxnardsd.org
1051 S A St
Oxnard, CA 93030-7442

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$4,050.00
Estimated Sales Tax	\$0.00
Shipping Cost	\$0.00
Grand Total	USD \$4,050.00

This quote includes: Services.

By signing below, Customer:

- Acknowledges that the Person signing this Quote is authorized to do so on behalf of Customer.
- Agrees Customer's access to and use of the Products and Services referenced in the Quote (and any other quote issued to Customer during the Subscription Period) are subject to compliance with the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf>, incorporated herein by reference.
- Acknowledges and agrees that the applicable Data Protection Addendum and Privacy Notices located at <https://docs.renaissance.com/R62068> are incorporated into this Agreement. Additional information about Renaissance's privacy and security is available at <https://www.renaissance.com/privacy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an Invoice for this Quote promptly after the date the Order is processed at Renaissance. If Customer requires a purchase order, Customer agrees to provide the purchase order to Renaissance as an attachment to this signed quote. Customer agrees to pay the invoice within 30 days after the Invoice Date.

Customer indicates that no Purchase Order is required, and that Billing Contact information is correct.

Renaissance Learning, Inc.	Oxnard School District
	By:
Name: Ted Wolf	Name:
Title: Chief Financial Officer	Title:
Date: 24-Apr-2025	Date:

Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive Taylor Knoblett at (805) 312-9380. Thank you.

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance

Renaissance

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Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-186451 v2

approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Renaissance

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-186451 v2

Quote Details			
Oxnard School District			
Products & Services	Quantity	Unit Price	Total
Remote Training Services			
Quote Year 1 01-September-2025 – 30-June-2026			
60-minute Remote Session	9	\$450.00	\$4,050.00
Quote Year 1 Subtotal			\$4,050.00
Oxnard School District Total			\$4,050.00

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 20, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-114 – Oxnard Adult School, Oxnard Union High School District (Fox/Ruvalcaba)

Oxnard Adult School, Oxnard Union High School District (OUHSD), will provide free English as a Second Language (ESL) classes at a designated Oxnard School District site. In addition, various parent education programs will be available for parents of OSD students. The district will cover the cost of ESL textbooks and other related expenses.

Term of the Agreement/MOU: September 1, 2025 through June 30, 2028

FISCAL IMPACT:

\$10,000.00 (for materials & supplies)– Title III Funds

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-114 with Oxnard Adult School, OUHSD.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-114, Oxnard Adult School, OUHSD \(2 Pages\)](#)

**Memorandum of Understanding
Between
Oxnard Adult School
and
Oxnard School District**

This memorandum of understanding explains and confirms the financial agreements, roles and responsibilities, service levels and types of services provided between Oxnard Elementary School District and Oxnard Adult School, Oxnard Union High School District for the purposes of providing Parent/Guardian English as a Second Language (ESL) and Conversational Spanish classes through Oxnard School District.

School/Department with the Oxnard School District participating in this partnership:
The school(s) will depend on the interest and availability of the facilities.

Memorandum of Understanding Purpose:

This Memorandum of Understanding aims to provide the means by which Oxnard School District and Oxnard Adult School, Oxnard Union High School District will maintain a collaborative relationship to ensure integrated and coordinated services to parents who attend the ESL and Conversational Spanish classes. If both parties agree, schools within the Oxnard School District can be added or removed from the program as the program expands or scales down.

Memorandum of Understanding Timeline:

The terms of the Memorandum of Understanding are in effect from September 2025 to June 2028. Renewal will be conditioned upon the existence of sufficient funding sources to provide services during the term of this MOU.

Memorandum of Understanding Agreement and Description of Services:

A. Oxnard School District agrees to:

1. Furnish and maintain an appropriate space/spaces for the ESL and Conversational Spanish classes, including chairs, lavatories, and accessible parking. Instructional format: Distance Learning (Online), Hybrid (In-person/Online), or In-person to be determined by the conditions of the COVID-19 pandemic and agreed upon by both parties.
2. Identify and recruit qualified adults for participation in ESL classes.
3. Provide instructional materials, including Side-By-Side text, for adult students at no cost to the students who have students in the Oxnard School District schools.
4. Maintain communication with Oxnard Adult School and relate any issues or concerns promptly.
5. Establish and maintain a secure environment for confidential information.
6. Establish and maintain a secure space for storage of OAS's COW (Computers on Wheels) for use by students enrolled in the OAS course for purposes of improving digital literacy and engaging in 21st Century learning in a digital environment. The COW is the property of OUHSD/OAS, and it is to be delivered to the specified OSD school site as arranged by both parties.

B. Oxnard Adult School, OUHSD agrees to:

1. Provide approved course outlines and credentialed instructors to teach English as a Second Language and Conversational Spanish for parents/guardians of students in the Oxnard School District.
2. Conduct academic counseling and assessment testing as appropriate to enroll students.
3. Customize course content to meet the purposes and needs of the program.

4. Work closely with Oxnard Elementary School District to conduct process and summative evaluations of the program.
5. Provide Computers on Wheels (COW) for use by students enrolled in the OAS course for purposes of improving digital literacy and engaging in 21st Century learning in a digital environment. The COW is the property of OUHSD/OAS, and it is to be maintained and updated by OAS.

Termination or Amendment:

This agreement may be terminated or amended in writing at any time by mutual written consent of all parties. Either party may terminate it for any reason by giving the other party 30 days advance written notice.

Personnel Disclosure:

- A. Oxnard Adult School, Oxnard Union High School District shall not knowingly employ in the Program any staff or volunteers who have been convicted of any crime of violence (including cruelty to animals) or any sexual crime against an adult or child. Oxnard Adult School, Oxnard Union High School District shall immediately notify Oxnard School District of the arrest or the conviction, for anything other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to Adult School, Oxnard Union High School District staff employed in the Program.
- B. Oxnard Adult School will provide Oxnard School District with a Personnel Disclosure Form, listing the name, position, and qualifications of all staff and volunteers employed in the program.

Child Abuse Reporting

Oxnard Adult School shall require all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement, who are required by section 11166, subdivision (a), of the Penal Code to report child abuse or neglect or are required by section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.

Acknowledgement and Agreement:

I have read this agreement and agree to its terms.

Tom McCoy

Tom McCoy, Ed.D., Superintendent, OUHSD

6/24/25

Date

Melissa Reyes, Director, Purchasing

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 20, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-115– Interface Children and Family Services (Fox/Nocero)

Interface Children and Family Services will provide trained staff to work with school administrators and staff to coordinate and facilitate Youth Services, Family Violence Intervention Services, and Mental Health Services. These services include presentations and workshops for students and families, as well as targeted support for middle school students through the LIFT program.

Term of Agreement: August 21, 2025 through June 30, 2026

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-115 with Interface Children and Family Services.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-115, Interface Children & Family Services \(15 Pages\)](#)
[Proposal \(2 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.")

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

- 4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

- 5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

- 6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles: \$1,000,000.00 combined single limit

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

Physicians and medical corporations \$5,000,000.00

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

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

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

PAYMENT SCHEDULE:

N/A

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2025

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



Proposal

Interface Children & Family Services **Oxnard School District**

This Memorandum of Understanding (MOU) is entered into by and between Interface Children & Family Services (ICFS) and the Oxnard School District.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. ICFS will provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate comprehensive prevention and intervention programming for students and their families through ICFS' Family Violence, Mental Health & Trauma Treatment, Youth Crisis & Homeless Services, Human Trafficking Prevention and Justice Services programs at identified schools within the district.

TERM: The term of this MOU shall be effective 08/21/2025 through 6/30/2026. A new Memorandum of Understanding shall be executed on an annual basis.

DESCRIPTION OF SERVICES:

A. Oxnard School District agrees to the following:

1. Serve as lead Administrative Agent of all schools.
2. Provide adequate facilities to accommodate ICFS staff.
3. Provide referrals through Administrative, Faculty, Counseling, and Support Staff.
4. Provide a contact person such as Administrative or Counseling Staff or school to whom the Interface staff will coordinate program implementation at the school site(s).

B. ICFS agrees to the following:

1. Coordinate programming upon the scheduling preference of the Wellness Center Staff and/ or School Administrators.
2. Provide trained staff to deliver youth crisis and homeless prevention and intervention services for runaway and unhoused youth.
3. Provide CA BBS registered Associates and/or Licensed mental health professionals to provide individual, group and family counseling to eligible students and families.



4. Provide trained staff to deliver age-appropriate presentations and workshops for students and parents on topics related to teen dating violence, family violence, and child abuse prevention.
5. Provide promising and evidence-based services that support chronic absenteeism reduction, student engagement, and positive behavior interventions to help divert students from disciplinary actions and keep them connected to school. Implement Interactive Journaling®, an evidence-based, structured writing practice that motivates students toward positive behavioral changes, and facilitate Circle Keeping, a restorative justice conflict resolution approach to build relationships, address conflicts, and prevent exclusionary discipline. Services are provided through ICFS' LIFT program available for students aged 12-18.
6. Follow Oxnard School District and ICFS procedures concerning client confidentiality.
7. Provide representation at meetings convened by Oxnard School District to review the programs and services.
8. Provide linkage to additional resources as needed.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 20, 2025

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #25-117 – Auditory Processing Diagnostic Center (DeGenna/Jefferson)

Auditory Processing Diagnostic Center will provide audiological services, including assessments and training on the CAPDOTS program, during the 2025–2026 academic year. This partnership will encompass retesting as needed and the preparation of detailed reports for Individualized Education Program (IEP) meetings.

Dr. Beatrice Braun, an Educational Audiologist, will lead the provision of these services. She will conduct comprehensive audiological assessments, including auditory processing evaluations, and will administer and interpret the CAPDOTS program and related assessments. Retesting will be provided as necessary based on student progress or referral needs. Dr. Braun will also prepare and present results for IEP and other relevant meetings.

In addition to assessments, Dr. Braun will offer training for district staff and parents on the effective use and interpretation of CAPDOTS outcomes. She will work closely with Special Education personnel to ensure that assessment findings and intervention strategies are integrated into IEP goals and accommodations, providing ongoing support to meet the auditory processing needs of students.

Term of Agreement: August 21, 2025 through June 30, 2026

FISCAL IMPACT:

Not to exceed \$60,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-117 with Auditory Processing Diagnostic Center.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-117, Auditory Processing Diagnostic Center \(15 Pages\)](#)
[Proposal \(1 Page\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.")

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

- 4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

- 5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

- 6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following [REDACTED]

Accountants, attorneys, education consultants, nurses, therapists	\$1,000,000.00
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- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

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

PAYMENT SCHEDULE:

Submit invoices monthly to accountspayable@oxnardsd.org and khenry@oxnardsd.org.
Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2025

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



AUDITORY PROCESSING DIAGNOSTIC CENTER (AGOURA HILLS-SANTA BARBARA)

226 E. Canon Perdido St., Suite K
Santa Barbara, CA 93101
(626)793-8711

Bea Braun, Au.D., F-AAA
Educational Audiologist

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Agoura Hills, CA 91301
www.auditoryprocessingctr.com

Auditory Processing Diagnostic Center (Professional Corporation) rates for the 2025/ 2026 school year for a (central) auditory processing evaluation which includes a records review of both school-based and private assessments:

\$2800.00 per evaluation – includes an audiological evaluation, central auditory processing evaluation, and report. We do not provide a classroom observation.

IEP Attendance – attend via phone/online \$300 flat fee for any part of the first hour. If we are required to block off a certain amount of time for the IEP, then the charge is \$300 per hour for the amount of time blocked (e.g., if the IEP is from 1:00-3:00, but ends at 2:45 the charge is \$600). If the IEP runs over the allotted time, the fee is \$300 for any part of the next hour. We require a 12-hour cancellation notice for an IEP or there will be the minimum charge of \$300.

All testing is completed in our office. We do not provide transportation. The parent brings the student to our office and they remain in the office space the entire time. We do not provide translation in other languages.

TAX ID# 33-4065069

Bea Braun

Bea Braun, Au.D., F-AAA, AU-1469
Educational Audiologist
AU-1469

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 20, 2025

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #25-118 with University of California, San Diego School of Medicine (DeGenna/Jefferson)

The University shall designate Physicians to offer medical consultation to the school upon request. This consultation may include but is not limited to: guidance on health-related protocols and procedures; recommendations concerning students with special healthcare needs; communication with students' physicians on behalf of the School; determination of 'medical necessity' for speech, occupational, and physical therapy services, including the review of related prescriptions; and the provision of standing orders for epinephrine and other stock prescription medications.

Terms of Agreement: August 21, 2025 through June 30, 2026

FISCAL IMPACT:

Not to Exceed: \$5,000.00 (\$280.00 per hour) – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-118 with University of California, San Diego School of Medicine.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-118, University of California, San Diego School of Medicine \(4 Pages\)](#)
[Scope of Work \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number _____

Purchase Order Number _____

Contract Number _____

This Services Agreement (the “Agreement”) is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the “Local Educational Agency” or District”) and _____, (hereinafter referred to as “Provider”). District and Provider may be referred to herein individually as a “Party” and collectively as the “Parties.”

Provider _____

Telephone Number _____

Street Address _____

E-mail Address _____

City, State, Zip code _____

Tax Identification or Social Security Number _____

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service _____

Hour(s) of Service _____

Location _____

Fees

Compensation for Services \$ _____

Other Ancillary Cost, as applicable \$ _____

Total not to Exceed \$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers’ Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a “Provider Party”) shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date

Howard Taras, M.D.

Piper Sandel, M.D.

Hourly Salary Rate: \$280

Scope of Work

UNIVERSITY shall appoint PHYSICIANS to provide medical consultation to SCHOOL as requested by SCHOOL personnel. This may include: health-related protocols and procedures; advisement on students with special health care needs; interactions on behalf of SCHOOL with students' physicians; definition of 'medical necessity' for speech therapy and for occupational and physical therapies with prescriptions for services received by students at SCHOOL; as well as for standing orders for epinephrine and other stock prescription medications.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 20, 2025

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #25-119 – Inlakech Cultural Arts Center (Fox/Ruvalcaba)

Inlakech Cultural Arts Center is scheduled to perform at the following Oxnard School District events:

- November 6, 2025 – Celebrating Mesoamerican Traditions at Lemonwood School
- December 18, 2025 – DELAC Convivio at Driffill School
- March 24, 2026 – Cesar Chavez Student Awards Ceremony at the Oxnard Performing Arts Center (OPAC)

Currently, professional dance and mariachi performances are not available through the district’s internal departments. This partnership aims to fulfill both short- and long-term goals, including increasing family engagement at multicultural events and fostering an ongoing celebration of diversity and multicultural awareness throughout the district. The impact of these events will be evaluated through parent participation rates and feedback collected via a parent survey.

FISCAL IMPACT:

\$1,500.00 – Title I Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Educational Services, and Manager of Equity, Family, & Community Engagement, that the Board of Trustees approve Agreement #25-119 with Inlakech Cultural Arts Center.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-119, Inlakech Cultural Arts Center \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



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 and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



INVOICE #4

(805) 890-2193
 jgomez450@aol.com

**Inlakech Cultural
 Arts Center/Lucha**
 632 W. Guava Street
 Oxnard, CA 93033

Attention: Teresa Ruvalcaba
 Manager of Equity, Family, and Community Engagement
 Oxnard Elementary School District,
 1051 South A Street
 Oxnard, CA 93033
 Date: May 5, 2025

Project Title: Oxnard School District's Cultural Celebrations and Awards
 Project Dates: November 6, 2025, December 18, 2025 and March 24, 2025

Description	Quantity	Unit Price	Cost
Three Cultural Performances of Traditional Mexican regional dances and Mariachi music songs;	3	\$ 500	\$ 1,500
November 6, 2025 Celebration of Mesoamerican Traditions at Lemonwood School			
December 18, 2025 , DELAC Convivio at Drifill School			
March 24, 2026 ; Annual Cesar Chavez Awards Ceremony at the OPAC			
		Subtotal	\$ 1,500
		Tax	
		Total	\$ 1,500

Please Make check out to: Teatro Inlakech/Lucha.
 632 W. Guava Street, CA. 93033

Thank you for your prompt attention on our needs. Pending funding.

Respectfully,

Javier Gomez,
 Artistic Director



May 10, 2025

To: Teresa Ruvalcaba

Oxnard Elementary School District

Thank you for the opportunity to perform at the Oxnard School District's events of:

1. November 6, 2025, Celebrating Mesoamerican traditions at Lemonwood School. The events will take place from 6:00 to 7:30 PM. Possibly, traditional dances from Oaxaca.
2. December 18, 2025, DELAC Convivio at Driffill School. The event will take place from 6:00 to 8:00 PM. (Again, your mariachi group would open the event and sing Las Posadas song.)
3. March 24, 2026, Cesar Chavez Student Award Ceremony at the OPAC. The event will take place from 6:00 to 8:00 PM. (We would like folklorico dancing this time.)

Our programs will include either traditional Mexican dances and/or Mariachi Music..

We will need access to a PA system to play our music, and a microphone.

Cost of per performance is \$500.00. Totaling \$1,500.

If you have any questions, please contact me at your earliest convenience.

Thank you for this opportunity. I look forward to being a part of the Cultural Celebrations.

Best Regards,

Javier Gomez

Artistic Director/Founder

Inlakech Cultural Arts Center

Email: jgomez450@aol.com

Phone: (805) 890-2193

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 20, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-120, IC Group, Inc. (Fox/Nocero)

Through funding from the Department of Justice's STOP grant, IC Group, Inc. will design and implement an interactive, web-based emergency management platform to facilitate direct communication with first responders. The system will feature standardized emergency maps and online training resources, with ongoing support provided by IC Group to ensure successful adoption and use. This initiative aims to enhance district-wide map consistency, improve emergency preparedness training, and strengthen coordination with emergency personnel. Oversight of the project will be managed jointly by the Manager of State and Federal Grants and the Risk Manager.

Term of Agreement: August 21, 2025 through September 30, 2027

FISCAL IMPACT:

Not to exceed \$135,000.00 – 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 #25-120 with IC Group, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-120, IC Group Inc. \(4 Pages\)](#)
[Proposal \(6 Pages\)](#)



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 and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services \$ _____

Other Ancillary Cost, as applicable \$ _____

Total not to Exceed \$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date
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Oxnard School District

Director, Purchasing	Signature	Date
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CONSULTING SERVICES PROPOSAL

This proposal by and between **IC Group, Inc.**, having its principal place of business at 2580 E. Harmony Road, Suite 201, Fort Collins, CO 80528 and **OXNARD SCHOOL DISTRICT (“OSD”)**, having its principal place of business at 1051 South A Street, Oxnard, CA 93030.

SECTION ONE SERVICES TO BE PERFORMED

IC Group, Inc., will perform the following tasks:

As required by the U.S. Department of Justice’s STOP grant program, IC Group, Inc. will develop and deploy an interactive web-based solution for emergency management that includes direct communication with first responders. This solution will be developed specifically to the needs of OSD and Consortium schools.

The web-based solution will include:

1. interactive creation and maintenance of emergency teams and EOC;
2. interactive emergency maps;
3. communication with first responders;
4. on-line emergency management training;
5. interactive emergency plans, including tablet-top scenarios and drills.

All protocols will be compliant with Federal and State regulations, including the National Incident Management System. The web-based solution will also be available on mobile devices. IC Group, Inc. will provide training and technical support for the emergency management solution.

6. Services will be performed beginning on August 21, 2025 through September 30, 2027.

SECTION TWO INDEPENDENT CONTRACTOR

All employees of IC Group shall be deemed employees of IC Group for all purposes and IC Group alone shall be responsible for their work, personal conduct, direction, and compensation. IC Group acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of OSD. IC Group is retained by OSD only for the purposes and to the extent set forth in this Agreement, and its relationship to OSD shall, during the periods of its services hereunder, be that of an independent contractor. IC Group shall not be considered as having employee status and shall not be entitled to participate in any of OSD's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, IC Group, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by OSD. IC Group agrees that this Agreement does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. IC Group shall not assert any claim for additional employment benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Agreement. IC Group shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between OSD and its employees.

SECTION THREE NON-DISCLOSURE STATEMENT

During the course of carrying out contracted activities, IC Group may have access that is (i) related to OSD, Consortium schools and/or its employees, agents, trustees, or vendors past, present, or future curricula, research, development or business activities and proprietary products, materials, services, or technical knowledge, (ii) related to proprietary and/or educational services or operations, and (iii) regarded as confidential by OSD and Consortium (collectively the "Confidential Information"). All information received by IC Group in connection with contracted activities shall be deemed Confidential Information unless OSD and/or Consortium schools advises IC Group otherwise, in writing. In connection therewith, the following subsections shall apply:

- a. The Confidential information may be used by IC Group only to assist OSD and Consortium schools in connection with contractual activities;
- b. IC Group will protect the confidentiality of the Confidential Information. Access to the Confidential Information shall be restricted to IC Group and IC Group shall not disclose Confidential Information to any third party;
- c. The Confidential Information may not be copied or reproduced without OSD and Consortium schools prior written consent;
- d. Unless otherwise expressly authorized in writing by OSD or Consortium schools, all Confidential Information made available to IC Group, including copies thereof, shall be returned to OSD or Consortium schools upon the first to occur of (i) termination of this Agreement or (ii) by request of OSD or Consortium

schools. If any such Confidential Information is stated in electronic form, it also shall be deleted by IC Group in a manner that it cannot be retrieved; and

- e. Nothing in this Agreement shall prohibit or limit IC Group's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodology) (i) previously known to it, (ii) independently developed by it, (iii) excluding participating schools, acquired by it from a third party which is not, to IC Group's knowledge, under an obligation to OSD or Consortium schools not to disclose such information, or (iv) which is or becomes publicly available through no breach by IC Group of this Agreement.
- f. Moreover, all work produced by IC Group under this agreement is to be used by OSD and Consortium schools. Documents, reports, or any other materials may not be shared with outside parties, without the expressed written consent of IC Group.
- g. The parties further agree that the terms and conditions set forth in this SECTION THREE shall survive the expiration and/or termination of this Agreement.

SECTION FOUR HIPAA

Both parties to this Agreement understand that they may receive and/or come into contact with protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties hereby acknowledge their respective responsibilities pursuant to HIPAA and, if necessary, shall execute a Business Associate Agreement in connection with such responsibilities.

SECTION FIVE FERPA

Pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g, *et seq.* ("FERPA"), no student's education records or personally identifiable information contained therein other than "directory information", as defined by 20 USC 1232g(a)(5), may be disclosed by IC Group to any third party without the prior express written consent of the student's parent or guardian, unless otherwise explicitly permitted by law.

SECTION SIX TERMS OF PAYMENT

As compensation for performance hereunder, OSD shall pay IC Group a fixed fee price in the amount of \$135,000.00 for all work performed pursuant to this Agreement.

SECTION SEVEN LIMITATION ON DELEGATION OF SERVICES

IC Group shall not delegate any part of its services, duties, obligations, or responsibilities under this Agreement to a third party without OSD's expressed written consent.

**SECTION EIGHT
REPRESENTATIONS**

IC Group represents that all services under this Agreement shall be provided by qualified individuals of good character. IC Group represents that, to the best of its knowledge, information, and belief, no individuals providing services under this Agreement are currently charged, nor in the past have been charged, with any crime against a minor child.

In the event that any agent or employee of IC Group providing services under this Agreement is arrested or charged with a crime against a minor child. IC Group shall immediately notify OSD.

**SECTION NINE
CONTROL OF WORK**

IC Group, as an independent contractor, retains the sole and exclusive right to control or direct the manner or means by which the work assigned by OSD and described herein is to be performed.

**SECTION TEN
NO AUTHORITY TO BIND THE CONSORTIUM**

IC Group, as an independent contractor, is not an agent of OSD or the participating schools and has no authority to enter into contracts or agreements on behalf of OSD or the participating schools.

**SECTION ELEVEN
COMPLIANCE WITH LAW**

IC Group shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations.

**SECTION TWELVE
ANTI-ASSIGNMENT**

IC Group shall not assign, transfer or convey any of its rights or obligations under this Agreement without the prior written consent of OSD.

**SECTION THIRTEEN
PROVISION OF TERMINATION**

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 sixty (60) 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.

**SECTION FOURTEEN
NON-WAIVER FOR BREACH**

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any such subsequent breach.

**SECTION FIFTEEN
SEVERABILITY**

If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition shall remain in full force and effect.

**SECTION SIXTEEN
GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**SECTION SEVENTEEN
AUTHORITY TO ENTER AGREEMENT**

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

**SECTION EIGHTEEN
NO PRIOR AGREEMENTS**

This Agreement and its incorporated attachments constitutes the full and complete Agreement between OSD and IC Group, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Agreement may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

**SECTION NINETEEN
AGREEMENT CONSTRUCTION**

This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 20, 2025

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #25-121 – Dynamic Education Services, Inc. (DeGenna/Jefferson)

Dynamic Education Services, Inc. will provide comprehensive educational support services for the Special Education Department at Oxnard School District during the 2025–2026 school year. Services will be delivered on a one-to-one basis, either in the student’s home or at a local/public library, based on the parent's preference.

Dynamic Education Services, Inc., a state-certified Non-Public Agency (NPA), specializes in delivering customized educational and therapeutic services to students aged 5–22. Their programs are designed to address learning gaps caused by missed or insufficient services, supporting the district’s commitment to ensuring a Free Appropriate Public Education (FAPE).

Under this agreement, Dynamic Education Services will offer:

- Specialized Academic Instruction
- Behavioral Intervention Services
- Speech and Language Therapy
- Occupational Therapy
- Transition and Vocational Training
- Parent Training and Support

Term of Agreement: August 21, 2025 through June 30, 2026

FISCAL IMPACT:

Not to exceed \$15,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-121 with Dynamic Education Services, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-121, Dynamic Education Services \(15 Pages\)](#)
[Rate Sheet \(10 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.")

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

Accountants, attorneys, education consultants, nurses, therapists \$1,000,000.00

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

	<u>Each Occurrence</u>	<u>Aggregate</u>
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

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

PAYMENT SCHEDULE:

Invoices to be submitted monthly to khenry@oxnardsd.org and accountspayable@oxnardsd.org, Net 30 terms

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2025

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



Non-Public Agency (NPA)

Rate Sheet 2025-20256

COMPENSATORY/SUPPLEMENTAL SERVICES**

(1) Supplemental Academic Services (SAS) or Academic Support**		
(2) Transition or Vocational services		
LEA/District is not required to provide materials/curriculum for SAS/Academic Support or Transition services as a standalone service and/or when combined with our Intervention programs/services (Reading, Math, or Transition2Life-Daily Living Skills). These services are intended to support students that are currently 1 to 2.5 grade levels behind with their current curriculum/materials. *If student is 3 or more grade level behind, consider our intervention programs: Reading, Math, Transition2Life & see rate sheet for minimum number of hours required per service.		
	\$105.00	Per Hour
(3) Educational Counseling & Guidance or Parent Training – Individual		
a. E.R.I.C.S. or E.R.M.H.S.		
	\$145.00	Per Hour
(4) Language and Speech Services (LAS)/Therapy – Individual		
	\$175.00	Per Hour
(5) Occupational Therapy (OT) – Individual		
	\$175.00	Per Hour
(6) *Deaf & Hard of Hearing (DHH), Visual Impairment VI, Orientation & Mobility (O/M), or Adaptive Physical Education (APE)		
*Limited-service areas (in-person/in-home) or available Online/Virtual		
	\$165.00	Per Hour

ASSESSMENTS/INDEPENDENT EDUCATIONAL EVALUATIONS(IEE)***

(1) Language & Speech (LAS) Assessment		
	\$2,850.00	
(2) Language & Speech (IEE)		
	\$3,200.00	Per Student
(3) Language & Speech – AAC or AT Assessment only, per assessment		
	\$3,900.00	
(1) Occupational Therapy (OT) Assessment		
	\$2,850.00	
(2) Occupational Therapy (IEE)		
	\$3,200.00	Per Student
(3) Occupational Therapy – AAC or AT Assessment only		
	\$3,900.00	
(3) Transition or Vocational Assessment		
	\$2,900.00	Per Student
(4) Psychological Educational Evaluation/IEE (**Limited areas)		
	\$6,200.00	Per Student
(5) Academic Achievement Assessment		
	\$2,250.00	Per Student
(6) IEP Meeting/Participation (Session Report & Recommendation (SRR) or NPA Consultation services		
	\$150.00	Per Hour

****All Compensatory/Supplemental services require LEAs/Districts to provide curriculum/materials for SAS and/or Transition services per student. All Compensatory/Supplemental services are provided a Session Report & Recommendation (SRR) Form. School District & Parent/Guardian will receive a copy of SRR form upon completion of each authorized NPA services/contracted hours. SRR form will be provided and billed using the last hour/session for each student's services. For example, a student referred for 70 hours of SAS/Academic Instruction and/or therapy will complete 69 hours of direct SAS/Academic Instruction and/or therapy and 1 hour of indirect services as "Final Session/SRR."**

*****Assessments/Independent Educational Evaluations (IEE) require a minimum of 60 days to complete. The cost of the assessment or IEE is per student. The assessment/IEE includes observations, interviews, assessments/evaluations, report, and presentation of report at the IEP meeting via telephone or video conference for a maximum of 2 hours. Any excess IEP meeting hours beyond the 2 hours allocated will incur an additional charge of \$150.00 per hour – IEP meeting/participation.**



Non-Public Agency (NPA) Rate Sheet 2025-2026 Reading Intervention Program

The Reading Intervention Program includes the Sondag Learning Systems** for each student which is a comprehensive line of materials/curriculum that help our Education Specialists provide multisensory reading instruction/intervention, both research and evidence-based for students from grades K-8.

The Reading Intervention Program Packages include Pre and Post Assessments, Session Report & Recommendation (SRR) form***, and a complete reading intervention program for each student covering 1-6 grade levels of reading.

READING INTERVENTION PROGRAM PACKAGES**

(1) Grades K-2 – covers 1 to 2 grade levels of reading intervention/instruction	\$130.00 Per Hour	60 Hours per Student	\$7,800.00 Per Student
(2) Grades K-2 – covers 3 to 4 grade levels of reading intervention/instruction	\$130.00 Per Hour	120 Hours per Student	\$15,600.00 Per Student
(3) Grades 3-8 – covers 1 to 2 grade levels of reading intervention/instruction	\$130.00 Per Hour	60 Hours per Student	\$7,800.00 Per Student
(4) Grades 3-8 – covers 3 to 4 grade levels of reading intervention/instruction	\$130.00 Per Hour	120 Hours per Student	\$15,600.00 Per Student
(5) Grades 3-8 – covers 5 to 6 grade levels of reading intervention/instruction	\$130.00 Per Hour	180 Hours per Student	\$23,400.00 Per Student

**Through Windsor Learning's, Sondag Learning System, created by Arlene Sondag, Orton-Gillingham expert provides the necessary tools and accessibility for educators to identify, intervene, and help struggling students catch up with their peers using effective multisensory instruction.

***All Compensatory/Supplemental services are provided a Session Report & Recommendation (SRR) Form. School District & Parent/Guardian will receive a copy of SRR form upon completion of each authorized NPA services/contracted hours. SRR form will be provided and billed using the last hour/session for each student's services. For example, a student referred for 60 hours of Reading Intervention program will complete 59 hours of direct Reading Intervention program and 1 hour of indirect services as "Final Session/SRR."



Non-Public Agency (NPA) Rate Sheet 2025-2026 Mathematics Intervention Program

The Mathematics Intervention program from KP[®] Mathematics includes two options for Local Education Agencies (LEAs):

Above & Beyond program	Expeditions to Numeracy
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Above & Beyond program & Expeditions to Numeracy include a structured program with the necessary tools and accessibility for educators to identify, intervene, and help struggling students catch up with their peers using one or both programs. Both programs accompany materials, curriculum, & manipulatives for math intervention.

Above & Beyond program offers learners with Cognitive Delays using the KP[®] Ten-Frame Tiles to build competencies necessary for in-school learning & beyond-school independence & autonomy. It uses on-going assessment to measure demonstrated learning along with focuses on strategically on number, place value, & arithmetic operations. Additionally, it teaches skills needed for functionality with money, and organizes content in increasingly large number sets (small numbers (0-10) to three-digit numbers (0-999)).

Expeditions to Numeracy program provides the following three intervention levels of mathematics for students from grades K-4 in the following areas: 1) Early Learning Intervention for grades K-2, 2) Addition & Subtraction Intervention for grades 2-3, & 3) Multiplication & Division Intervention for grades 3-4. It includes the Essential Guidebook to Continuous Assessment & Instruction as well as the KP[®] Ten-Frame Tiles, and other materials/manipulatives.

MATHEMATICS INTERVENTION PROGRAM PACKAGES**

(1) Grades K-8 – covers 1 to 2 grade levels of math intervention/instruction	\$130.00 Per Hour	50 Hours per Student	\$6,500.00 Per Student
(2) Grades K-8 – covers 3 to 4 grade levels of math intervention/instruction	\$130.00 Per Hour	100 Hours per Student	\$13,000.00 Per Student
(3) Grades K-8 – covers 4 to 5 grade levels of math intervention/instruction	\$130.00 Per Hour	150 Hours per Student	\$19,500.00 Per Student

***All Compensatory/Supplemental services are provided a Session Report & Recommendation (SRR) Form. School District & Parent/Guardian will receive a copy of SRR form upon completion of each authorized NPA services/contracted hours. SRR form will be provided and billed using the last hour/session for each student's services. For example, a student referred for 50 hours of Math Intervention program/services will complete 49 hours of direct services for Math Intervention program/services and 1 hour of indirect services as "Final Session/SRR."



Non-Public Agency (NPA)

Rate Sheet 2025-2026

Transition 2 Life & Daily Living Skills Program

Dynamic Education Services, Inc. through its partnership with Transition 2 Life offers a comprehensive and complete transition curriculum for various student populations (general education, mild-to-moderate or moderate to severe disabilities, & students on alternative curriculum) affected by their special needs, learning disabilities, or learning challenges. Transition 2 Life meets both federally mandated transition requirements and Indicator 13 goals. Components of the program include Assessments, Coordinated ITP Goals, Daily Living Skills topics that are individualized for each student and parent’s goals.

Transition 2 Life & Daily Living Skills PACKAGES**

(1) Transition 2 Life curriculum, Assessments/Inventories, from 1 to 3 Daily Living Skills Topics	\$130.00 Per Hour	60 Hours per Student	\$7,900.00 Per Student
(2) Transition 2 Life curriculum, Assessments/Inventories, from 4 to 5 Daily Living Skills Topics	\$130.00 Per Hour	120 Hours per Student	\$15,600.00 Per Student
(3) Transition 2 Life curriculum, Assessments/Inventories, from 6 to 8 Daily Living Skills Topics	\$130.00 Per Hour	180 Hours per Student	\$23,400.00 Per Student
(4) Transition 2 Life curriculum, Assessments/Inventories, from 9 to 10 Daily Living Skills Topics	\$130.00 Per Hour	240 Hours per Student	\$31,200.00 Per Student
(5) Transition 2 Life curriculum, Assessments/Inventories, from to 11 to 12 Daily Living Skills Topics	\$130.00 Per Hour	300 Hours per Student	\$39,000.00 Per Student

Transition 2 Life & Daily Living Skills Topics

Job Skills – Hard or Soft Skills	Disability Management	Social Skills	Executive Functioning Skills
Cooking Skills	Housekeeping Skills	Self-Determination/Advocacy	Community-Based Instruction (CBI)
Home Maintenance	Financial Skills	Personal Hygiene	Personal Management

***All Compensatory/Supplemental services are provided a Session Report & Recommendation (SRR) Form. School District & Parent/Guardian will receive a copy of SRR form upon completion of each authorized NPA services/contracted hours. SRR form will be provided and billed using the last hour/session for each student's services. For example, a student referred for 60 hours of Transition2Life-Daily Living Skills (T2L-DLS) program will complete 69 hours of direct services for Transition2Life-Daily Living Skills (T2L-DLS) program and 1 hour of indirect services as "Final Session/SRR."



Non-Public Agency (NPA) Rate Sheet 2025-2026 School-Based Support Services

SPECIALIZED ACADEMIC INSTRUCTION (SAI) – **CURRICULUM/MATERIALS PROVIDED BY CONTRACTING LEA/DISTRICT

(1) Specialized Academic Instruction (SAI)**	\$150.00	Per Hour
(2) Specialized Academic Instruction (SAI) – Prep Time **2 hours of Prep Time required for 5 hours per week if SAI	\$150.00	Per Hour
(3) IEP Meeting, Progress Notes/Preparation/Case Management (15 Hours per school year) by assigned provider and/or credentialed administrator.	\$150.00	Per Year

ASSESSMENTS/INDEPENDENT EDUCATIONAL EVALUATIONS(IEE)***

(1) Language & Speech (LAS) Assessment	\$2,850.00	
(1a) Language & Speech (IEE)	\$3,200.00	Per Student
(1b) Language & Speech – AAC or AT Assessment only, per assessment	\$3,900.00	
(2) Occupational Therapy (OT) Assessment	\$2,850.00	
(2a) Occupational Therapy (IEE)	\$3,200.00	Per Student
(2b) Occupational Therapy – AAC or AT Assessment only	\$3,900.00	
(3) Transition or Vocational Assessment	\$2,900.00	Per Student
(4) Psychological Educational Evaluation/IEE (**Limited areas)	\$6,200.00	Per Student
(5) Academic Achievement Assessment	\$2,250.00	Per Student
(6) IEP Meeting/Participation – Session Report & Recommendation (SRR) or NPA Consultation services	\$150.00	Per Hour

**LEA/District authorizes & agrees Dynamic Education Services, Inc. (DES, Inc.) may bill up to the authorized hours per week (5 hours/10 hours) of SAI if the parent cancels 1 or more days of scheduled sessions for the week. DES, Inc. is guaranteeing scheduled staff/Education Specialists for the contracted hours per week (5 or 10 hours) during the school day (8:00 am to 3:00 pm), which is generally difficult & requires availability of staff/Education Specialists for school-based support services.

**IEP meetings may be attended by assigned providers (limited/based on staff availability) or designated credentialed administrator via telephone or video conference (Zoom/Google Meets).

***Assessments/Independent Educational Evaluations (IEE) require a minimum of 60 days to complete. The cost of the assessment or IEE is per student. The assessment/IEE includes observations, interviews, assessments/evaluations, report, and presentation of report at the IEP meeting via telephone or video conference for a maximum of 2 hours. Any excess IEP meeting hours beyond the 2 hours allocated will incur an additional charge of \$150.00 per hour – IEP meeting/participation.



Non-Public Agency (NPA) Rate Sheet 2025-2026 School-Based Support Services

BEHAVIOR INTERVENTION SERVICES**

(1) Behavior Intervention Implementation (BII)***	\$95.00	Per Hour
(2) Behavior Intervention Development (BID) & Supervision **Supervision of Behavior Technician (BT) – 15 Hours per month	\$145.00	Per Hour
(3) Behavior Intervention Development (BID) & Case Management	\$145.00	Per Hour
b. IEP Meeting, Progress Notes, Preparation (15 hours per school year)	\$145.00	Per Hour

ASSESSMENTS/INDEPENDENT EDUCATIONAL EVALUATIONS(IEE)****

(1) Functional Behavioral Assessment (FBA)	\$2,850.00	
(2) Functional Behavioral Assessment (FBA – IEE)	\$3,200.00	Per Student
(3) Related Services Independence Assistance (RSIA) **Limited areas	\$4,500.00	
(2) IEP Meeting/Participation – Additional IEP meeting hours requested	\$145.00	Per Hour

***BII & BID services: District agrees to contract for both BII and BID services for a minimum of 3 months or more to support district and school site.

**Behavior Intervention Implementation (BII) is provided a highly trained Behavior Technician (BT) and/or Registered Behavior Technician (RBT). BII's are supervised by a licensed Board-Certified Behavior Analyst (BCBA) and/or master's level supervisor and is charged separately as Behavior Intervention Development (BID) & Supervision. BID hours of supervision typically average 10 to 15 hours per month. BID hours may be frontloaded using the authorized BID hours not to exceed to the maximum number of hours. If case management/additional progress notes documentation is required, supervision hours will be between 15 to 20 hours per month. BID services are typically provided 70% Direct (in-person/school site) BID & Supervision and 30% In-Direct BID & Supervision.

***Behavior Intervention Implementation (BII):

- LEA/District authorizes DES, Inc. 30 minutes of BII/BT services per day for “Data Collection” in addition to daily bell-to-bell schedule, per student.
- Contracted/scheduled BII services will be provided based on daily/school schedule for authorized student. If student is absent, LEA (district, charter, SELPA) agrees to have BII services continue/adhere and/or attend to contracted schedule (bell-to-bell schedule) for student by assisting classroom with basic support, work with another student assigned by school site, or work with BCBA supervisor on student's BII/BID programming. This will ensure & guarantee DES, Inc. will maintain assigned staff for BII services for the contracted student and/or school site & not reassign/lose BII/BT services for student.

****Functional Behavioral Assessments (FBA)/Independent Educational Evaluations (IEE) require a minimum of 60 days to complete. The cost of the FBA or IEE is per student. The assessment/IEE includes observations, interviews, assessments/evaluations, report, and presentation of report at the IEP meeting via telephone or video conference (Zoom/Google Meets) for a maximum of 2 hours.

Any excess IEP meeting hours requested beyond the 2 hours allocated will incur an additional charge of \$145.00 per hour – IEP meeting/participation.



Non-Public Agency (NPA)

Rate Sheet 2025-2026 (Center-Based services) Social Skills Groups & UCLA's PEERS® Program

BEHAVIOR INTERVENTION SERVICES – SOCIAL SKILLS GROUPS

(1) Social Skills Groups (10 weeks of services)	Option #1 (10 weeks)		
a. Behavior Intervention Implementation (BII): 6 hours per week	\$95.00 per hour	60 Hours per Student	\$5,700.00 Per Student
b. Behavior Intervention Development (BID) & Supervision** of Behavior Technician (BT): 1.5 hours per week**25% of authorized BII hours	\$145.00 per hour	15 Hours per Student	\$2,175.00 Per Student
Option #1 Total (Social Skills Groups only): \$7,875.00			
BEHAVIOR INTERVENTION SERVICES: SOCIAL SKILLS GROUPS + UCLA's PEERS® Program			
(2) Social Skills Groups (14 weeks of services: 10 weeks of Social Skills Groups + 4 weeks of services with UCLA's PEERS® program)	Option #2 (14 weeks – includes 4 weeks of services - UCLA's PEERS®)		
a. Behavior Intervention Implementation (BII): 6 hours per week for 10 weeks & 6 hours per week for 4 weeks (PEERS)	\$95.00 per hour	84 Hours per Student	\$7,980.00 Per Student
b. Behavior Intervention Development (BID) & Supervision** of Behavior Technician (BT): 1.5 hours per week**25% of authorized BII hours	\$145.00 per hour	21 Hours per Student	\$3,045.00 Per Student
c. Behavior Intervention Development (BID): Parent Training/Participation – PEERS: 24 hours. **Parent Training/Participation required for UCLA's PEERS® program.	\$145.00 per hour	24 Hours per Parent	\$3,480.00 Per Parent
Option #2 Total (Social Skills Groups, PEERS Curriculum, & Parent Training/Participation required with PEERS curriculum): \$14,505.00			

ASSESSMENTS/INDEPENDENT EDUCATIONAL EVALUATIONS(IEE)****

(4) Functional Behavioral Assessment (FBA)	\$2,650.00	Per Student
(5) Functional Behavioral Assessment (FBA – IEE)	\$2,950.00	
(2) IEP Meeting/Participation – Additional IEP meeting hours requested	\$145.00	Per Hour

**All Compensatory/Social Skills Groups/services are provided a Session Report & Recommendation (SRR) Form. School District & Parent/Guardian will receive a copy of SRR form upon completion of each authorized NPA services/contracted hours. SRR form will be provided and billed using the last hour/session of student's BID/Supervision hours/services. For example, a student referred for Option#1: BID/Supervision hours will complete 24 hours of direct BID/Supervision & billed as 1 hour of indirect services as "Final Session/SRR."

***Behavior Intervention Implementation (BII) is provided a highly trained Behavior Technician (BT) and/or Registered Behavior Technician (RBT). BII's are supervised by a licensed Board-Certified Behavior Analyst (BCBA) and/or master's level supervisor and is charged separately as Behavior Intervention Development (BID) & Supervision. BID hours of supervision typically average 4 to 6 hours per month (25% of authorized BII hours). BID hours may be frontloaded using the authorized BID hours not to exceed to the maximum number of hours. BID services are typically provided 70% Direct (in-person/center-based) BID & Supervision and 30% In-Direct BID & Supervision.



SOCIAL SKILLS GROUPS

Our social skills group is a structured gathering where individuals learn and practice interpersonal skills through guided activities and peer interactions. These groups are designed to enhance participants' abilities to connect with others and navigate social situations effectively.

Our Services:

- ✓ 6 hours/ Week Social Skills Group
- ✓ 2 hours/ Week Parent Training
- ✓ Ages 3-17 years old
- ✓ Fun and Engaging Activities

Why Choose Us

Help your child thrive socially with our expert-led social skills group! Choose us to unlock your child's potential through our proven methods, fostering confidence, empathy, and effective communication in a fun and supportive environment.

Monday-Friday 9:00AM-7:00PM

Contact Us:

- ☎ (714) 823-3361
- 🌐 www.dynamicedservices.net
- 📍 12215 Telegraph Rd, Ste. 210-A
Santa Fe Springs, CA 90670

PEERS® for Adolescents Social Skills Group

PEERS® for Adolescents is an evidence-based social skills program for adolescents in middle and high school who are interested in making and keeping friends and/or handling conflict and rejection.



Participants will learn about:

- Developing and Maintaining Friendships
- Conversational Skills
- Entering and Exiting Conversations
- Appropriate Use of Humor
- Handling Disagreements
- Electronic Communication
- Being a Good Sport
- Organizing Get-Togethers
- Handling Teasing and Bullying
- Changing a Reputation

Now Enrolling Families

- Adolescents and parents attend 16 weekly group sessions for 90 minutes per week.
- Participants are taught social skills through didactic lessons and role-play demonstrations, and practice these skills during group socialization activities.
- Parents attend separate sessions simultaneously and are taught how to assist adolescents in making and keeping friends (parent participation is required)
- **PEERS® for Adolescents** is in addition to our in-person social skills group sessions for qualifying participants.



DYNAMIC
EDUCATION SERVICES INC.

Contact Us:

- ☎ (714) 823-3361
- 🌐 www.dynamicservices.net
- 📍 12215 Telegraph Rd, Ste. 210-A
Santa Fe Springs, CA 90670

PEERS® for Preschoolers

Social Skills Group

PEERS® for Preschoolers is an evidence-based social skills program to teach children between the ages of 4 to 6 years how to make and keep friends.



Participants will learn about:

- Listen and follow directions
- Ask and use names
- Greed Friends
- Share and give turns
- Ask friends to play
- Join ongoing games
- Keep cool during play
- Be a good sport
- Transition to new play activities
- Ask and give help
- Use good volume control
- Maintain good body boundaries

Now Enrolling Families

- Participants attend 16 weekly group sessions for 90 minutes per week.
- Participants are taught social skills through didactic lessons, puppet shows, and role-play demonstrations, and practice these skills during group socialization activities and weekly homework assignments.
- Parent participation is required.



DYNAMIC
EDUCATION SERVICES INC.

Contact Us:

- ☎ (714) 823-3361
- 🌐 www.dynamicservices.net
- 📍 12215 Telegraph Rd, Ste. 210-A
Santa Fe Springs, CA 90670

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: August 20, 2025

Agenda Section: Section C: Academic Agreement

Approval of Agreement #25-122, Amira Learning, Inc. (Fox/Thomas)

Amira Learning software will be used as our state-mandated Reading Difficulties Risk Screening Assessment for grades K-2. Teachers will be able to provide timely intervention to address any issues. Reports are available to monitor participation, progress and track students who may need additional support. In addition to the basic package of the actual assessment, the embedded tutoring program, and reports and parent letters, this agreement includes an additional professional development subscription, which provides leadership and teacher support.

Leadership support includes: a District Leadership Implementation Webinar, a Data Review Webinar, and a Planning Meeting. For teachers, there will be live, virtual professional development, consisting of 3 webinars. Also included are: two virtual “office hours” per year; asynchronous, on-demand training and resources; and On-Demand User Support. The state has provided the funding, which has been received. There is no cost to the district.

Term of Agreement: August 21, 2025 through June 30, 2026

FISCAL IMPACT:

There is no cost to the district. The state has provided the funding, which has been received.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, School Performance and Student Outcomes, that the Board of Trustees approve Agreement #25-122 with Amira Learning, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-122, Amira Learning, Inc. \(4 Pages\)](#)
[Proposal \(4 Pages\)](#)



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 and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



THE INTELLIGENT
Growth Engine

Quote

Amira Q-76309

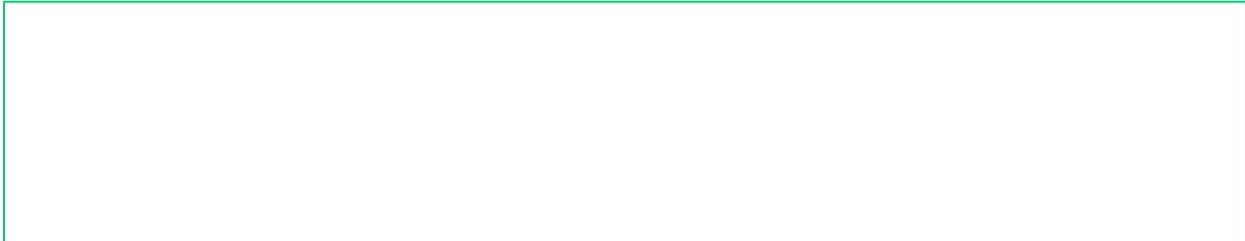
Prepared For

Oxnard School District
1051 S A St
ACCOUNTS PAYABLE
Oxnard, CA, 93030-7442

Your Amira Partner

Jonathan San Roman
jonathan.sanroman@amiralearning.com

Quote: Q-76309
 Prepared For: Oxnard School District
 Expires On: 7/31/2025



Amira - CA Dyslexia PD Bundle (K-2)					
QTY	Product	Campus	Start Date	Months	Sales Price
3600	Amira - CA Dyslexia PD Bundle (K-2)	District Wide	8/21/2025	12	\$72,000.00

Access to the AI Reading Tutoring Program, Benchmark Assessments, Parent reports and letters in 8 different languages, when they purchase our robust live PD Package at **\$20 per student** which includes: Amira Professional Development Subscription:

- (1) District Leadership Implementation Webinar and (1) District Leadership

Data Review Webinar. Before training with teachers begins, the Customer Success Manager will meet with District Leadership to conduct a District Leader Planning Meeting.

- Live, Virtual Professional Development:
 - Three webinars (typically 45-60 minutes each)
 - Introduction to Amira
 - Administering the Amira Screener
 - Interpreting Amira Data
 - Two virtual “office hours” per year are provided, offering valuable live training sessions for educators to learn about Amira's capabilities, how to administer the instrument, best practices, and how to understand and use the screening data.
- Asynchronous On-Demand Training and Resources
 - These resources are included with the purchase at no additional cost, allowing educators to access training materials and modules at their convenience, supporting flexible and self-paced professional development.
- On-Demand User Support

Quote: Q-76309

Prepared For: Oxnard School District

Expires On: 7/31/2025

Start Date: 8/21/2025

Term: 12

End Date: 6/30/2026

List Amount	\$72,000.00
Tax Amount	\$0.00
Customer Total	\$72,000.00

Disclaimer: Pricing is as quoted and is subject to change based on any modifications to bundle configurations, enrollment updates, or other adjustments. Additional options are to be paid in full. Totals include applicable taxes, which should be reflected on your Purchase Order (if applicable).

To avoid delays in processing your order, please ensure the following:

- Email your Purchase Order, including the provided quote number, to orders@amiralearning.com.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 20, 2025

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #25-124 – Pride Learning Co. (DeGenna/Jefferson)

Pride Learning Co. will provide specialized educational services to support students with unique learning needs in the Oxnard School District's Special Education Department. Instruction will be delivered by trained specialists using evidence-based, multisensory methodologies that are carefully aligned with each student's Individualized Education Program (IEP) goals. Services may be provided online, at home, or in person, and are designed to strengthen reading, writing, and comprehension skills while fostering meaningful academic progress in a structured, supportive environment.

The instructional program is grounded in the Orton-Gillingham approach—a structured, sequential, and multisensory method proven to be highly effective in improving reading, spelling, and writing skills for students with learning differences. Each lesson is individualized to meet the specific needs of the student and ensure alignment with their IEP objectives, enabling measurable progress over time. Through this agreement, students will receive one-on-one instruction in reading, writing, spelling, and comprehension, with the option for compensatory education for those requiring additional instructional time. Pride Learning Co. will also provide targeted academic instruction, dyslexia and literacy interventions, and support for students with language-based learning differences, delivered in a flexible format to best meet each student's needs.

Term of the Agreement: August 21, 2025 through June 30, 2026

FISCAL IMPACT:

Not to Exceed: \$100,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-124 with Pride Learning Co.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-124, Pride Learning Co. \(15 Pages\)](#)
[Tuition-Fees \(1 Page\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as “District”) and _____, (hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

Accountants, attorneys, education consultants, nurses, therapists \$1,000,000.00

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

	<u>Each Occurrence</u>	<u>Aggregate</u>
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

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

PAYMENT SCHEDULE:

Submit invoices monthly to accountspayable@oxnardsd.org and khenry@oxnardsd.org.
Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2025

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____



School/District Tuition and Fees 2025-2026 Southern California

The PRIDE Reading Specialists incorporate all the instructional practices of the Orton -Gillingham Methodology.

* Multisensory, * Structured/Explicit, *Sequential, *Cumulative, *Systematic

All lessons are taught 1:1. Lessons can be implemented Online, In Home or at the School Site. (Online may only be available based on location and safety requirements)

PRIDE Reading Program materials included.

School Site / In Home / Online

1:1 instruction in spelling, reading, writing, and comprehension skills with a PRIDE Reading Specialist

In Home/School Site: \$105.00 per hour with a 3-hour minimum per week

Online: \$85.00 per hour with a 3-hour minimum per week

\$60.00 registration fee

Initial and Post Assessments

\$80.00 per student

Includes a written progress report

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 20, 2025

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #25-125 – Dr. Olvera Psychology (DeGenna/Jefferson)

Dr. Olvera Psychology will provide independent psychological and educational consulting services for special education students in the Oxnard School District. These services, which may include Independent Educational Evaluations (IEEs) requested by parents or awarded as part of a settlement agreement, will be delivered by Dr. Pedro Olvera, a licensed educational psychologist with more than 20 years of experience in psychoeducational and neuropsychological assessment.

Dr. Olvera specializes in evaluating both monolingual and bilingual students, with particular expertise in working with English Language Learners to identify learning challenges and recommend targeted interventions that promote academic achievement, psychological well-being, and social-emotional growth. He holds postdoctoral certifications in neuropsychological assessment, reading and dyslexia, and applied behavior analysis.

Under this agreement, Dr. Olvera will conduct IEEs for areas such as Specific Learning Disability (SLD)/dyslexia, Attention-Deficit/Hyperactivity Disorder (ADHD), and Emotional Disturbance (ED). His evaluations may include cognitive assessment, academic achievement testing, auditory perception, visual-motor integration, visual perception, and a comprehensive review of student records. He will also prepare detailed written reports and participate in IEP meetings to present findings and recommendations.

Term of Agreement: August 21, 2025 through June 30, 2026

FISCAL IMPACT:

Not to exceed: \$60,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Superintendent, that the Board of Trustees approve Agreement #25-125 with Dr. Olvera Psychology.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-125, Dr. Olvera Psychology \(15 Pages\)](#)
[Scope of Services \(4 Pages\)](#)



SERVICES AGREEMENT

Requisition Number _____

Purchase Order Number _____

Contract Number _____

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.")

PROVIDER.

Provider _____

Telephone Number _____

Street Address _____

Fax Number _____

City, State, Zip code _____

E-mail Address _____

Tax Identification or Social Security Number _____

License Number (if applicable) _____

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number _____

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

- 4. SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

- 5. TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

- 6. PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

District	Provider
Attn: _____	Attn: _____
Street	Street
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage: **[delete those not applicable]**

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

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

PAYMENT SCHEDULE:

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: _____, 2025

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

Dr. Olvera Psychology, Professional Corporation

Psychoeducational Assessment

DR. PEDRO OLVERA, L.E.P. #2975

Bilingual Clinical Director

714-609-3806 (Phone)

Email: dr.pedro.olvera@gmail.com

Website: www.drolverapsych.com

ORANGE COUNTY/LOS ANGELES
5211 E. Washington Blvd. Ste. 2-155
Commerce, CA 90040

SAN DIEGO
PO BOX 1003
Spring Valley, CA 91979

Scope of Services 2025-2026

Dr. Olvera Psychology, A Professional Corporation, will provide the following assessment (English and Spanish) services:

1. Dr. Olvera will perform the following services:
 - Psychoeducational Assessments: All areas of suspected disabilities are assessed, including but not limited to academic and cognitive abilities, including reading, writing, math, attention, memory, psychological processing, social-emotional, and executive functioning.
 - Educationally Related Mental Health Services (ERMHS): Assessment in areas of emotional and behavioral factors that may be affecting a child's academic performance.
 - Transition Assessments: Assessments to support students with disabilities in planning for their transition from school to post-school settings.
2. The above assessments will include school observation time.
3. A report of assessment findings will be submitted to the school district at least a week before the IEP meeting.
4. The agreement will include two hours of virtual IEP time to report assessment findings.

Dr. Pedro Olvera, LEP#2975
dr.pedro.olvera@gmail.com
www.drolverapsych.com
 714-609-3806
 2025-2026
Fee Schedule

Type of Assessment (IEE)	Components Exhibit A	Cost Exhibit B
SLD/Dyslexia	<ul style="list-style-type: none"> ✓ Cognitive =\$ 1150.00 ✓ Academic Achievement= \$1500/00 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 	Total = \$5,500.00 (CAP)
ADHD	<ul style="list-style-type: none"> ✓ Cognitive =\$ 1150.00 ✓ Academic Achievement= \$1,500.00 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Parent/Teacher Surveys- \$500.00 (Questionnaires) <ul style="list-style-type: none"> o Social Emotional/Behavioral o Executive Functioning/ADHD ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 	Total = \$5,500.00 (CAP)
Emotional Disturbance (ED)	<ul style="list-style-type: none"> ✓ Cognitive =\$ 1150.00 ✓ Academic Achievement= \$1,500.00 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Parent/Teacher Surveys- \$500.00 (Questionnaires) <ul style="list-style-type: none"> o Social Emotional/Behavioral (Personality) o Executive Functioning o Clinical Interview ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 	Total = \$5,500.00 (CAP)

Type of Assessment (IEE)	Components Exhibit A	Cost Exhibit B
Autism	<ul style="list-style-type: none"> ✓ Cognitive =\$ 1150.00 ✓ Academic Achievement= \$1,500.00 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Parent/Teacher Surveys- \$500.00 (Questionnaires) <ul style="list-style-type: none"> o Autism Scale o Executive Functioning o Clinical Interview o ADOS ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 	Total = \$5,500.00 (CAP)
Intellectual Disability	<ul style="list-style-type: none"> ✓ Cognitive =\$ 1150.00 ✓ Academic Achievement= \$1,500.00 ✓ Auditory Perception= \$300.00 ✓ Visual Motor Integration = \$700.00 ✓ Visual Perception = \$250.00 ✓ Adaptive Behavior= \$400.00 ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 	Total = \$5,500.00 (CAP)
ERMHS	<ul style="list-style-type: none"> ✓ Parent/Teacher Surveys- \$1900.00 <ul style="list-style-type: none"> o Social Emotional (Broad) o Social Emotional (Narrow) o Executive Functioning o Clinical Interview ✓ Report Writing= \$300.00 ✓ School Observation/Review of Records ✓ IEP Time= \$300.00 ✓ Bilingual (\$500.00) 	Total = \$2,500.00 (CAP) Bilingual = \$2,500.00 (CAP)
Transition Assessment	<ul style="list-style-type: none"> ✓ Parent Interview ✓ Record Reviews ✓ Classroom observation ✓ Teacher Interview ✓ Report Writing & IEP time 	Total = \$2000.00
Functional Behavior Assessment (FBA)/Behavior Intervention Plan (BIP)	<ul style="list-style-type: none"> ✓ Parent Interview ✓ Record Reviews ✓ Classroom observation ✓ Teacher Interview ✓ Report Writing & IEP time 	Total= \$2000.00

Dr. Pedro Olvera, LEP#2975
dr.pedro.olvera@gmail.com
www.drolverapsych.com
 714-609-3806

Type of Assessment (IEE)	Components Exhibit A	Cost Exhibit B
Special Circumstance Instructional Assistant (SCIA) Assessment	<ul style="list-style-type: none"> ✓ Parent Interview ✓ Record Reviews ✓ Classroom observation(s) ✓ Teacher Interview ✓ Report Writing & IEP time 	Total= \$2000.00
District Training	<ul style="list-style-type: none"> ✓ Preparation ✓ Presentation ✓ Travel (within two hours) 	3 Hours= \$1500.00 6 Hours= \$2400.00
Consultation	<ul style="list-style-type: none"> ✓ ELL Assessment 	\$150.00 per hour
Standard Assessments (Psychoeducational) - Non-IEE	<ul style="list-style-type: none"> ✓ Parent Interview ✓ Record Reviews ✓ Classroom observation ✓ Teacher Interview ✓ Cognitive ✓ Processing (visual and auditory) ✓ Social-Emotional ✓ Academic* ✓ Report Writing & IEP time 	\$1500.00 \$ 2,000.00 (Bilingual) \$2,000.00 (w/academic assessment)

****Other fees may apply given travel, urgency, and uniqueness of each case.***

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: August 20, 2025

Agenda Section: Section C: Support Services Agreement

Ratification of Amendment #1 to Agreement #24-46 - Sunrise Physical Therapy Services Inc. (Carroll/Magaña)

On June 26, 2024, the Board of Trustees approved Agreement No. 24-46 with Sunrise Physical Therapy in the amount of \$29,000.00. The agreement covers ergonomic job site evaluations, training sessions, and follow-up or group trainings as requested throughout the 2024–2025 school year, with the goal of reducing workplace injuries. Sunrise Physical Therapy will continue working in collaboration with Oxnard School District to effectively coordinate these services and identify the most beneficial strategies for injury prevention.

Due to an increased demand for ergonomic evaluations, it is necessary to amend Agreement No. 24-46 through Amendment No. 1, adding \$8,538.50 in additional funding to cover the final invoices for the 2024-2025 school year. This brings the total revised contract amount to \$37,538.50, ensuring sufficient budget to meet the expanded service needs.

FISCAL IMPACT:

\$8,538.50 – Unrestricted General Funds

RECOMMENDATION:

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Amendment #1 to Agreement #24-46 with Sunrise Physical Therapy Services Inc.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)

[Agreement #24-46, Sunrise Physical Therapy \(14 Pages\)](#)

**Amendment #1 to Agreement #24-46 with
Sunrise Physical Therapy
August 20, 2025**

On June 26, 2024, the Board of Trustees approved Agreement # 24-46 with Sunrise Physical Therapy in the amount of \$29,000.00, for ergonomic job site evaluations and training, follow up visits or group training sessions as requested during the 2024-25 school year to reduce workplace injury. Sunrise Physical Therapy will continue to focus on coordinating these services with Oxnard School District to determine the most beneficial means to accomplish the task of reducing workplace injury.

It is necessary to amend Agreement #24-46 via Amendment #1 in the amount of \$8,538.50 due to an increase in ergonomic evaluations. Additional funding is needed to cover the amount over the allotted budget, for a revised contract amount of \$37,538.50.

Sunrise Physical Therapy:

By: _____

Date: _____

Oxnard School District:

By: _____
Melissa Reyes, Director, Purchasing

Date: _____



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number: RA5-00504

Purchase Order Number: PA5-00285

Contract Number: 24-46

This Services Agreement (the "Agreement") is made and entered into June 26, 2024 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and Sunrise Physical Therapy Services Inc., (hereinafter referred to as "Provider").

Provider: Sunrise Physical Therapy Services Inc.
1879 Portola Rd., Ste. A2
Ventura, Ca. 93003

Telephone Number: 805-644-1273
E-mail Address: jmason@sunrisept.com
Tax Identification or Social Security Number

Services

Ergonomic jobsite evaluations and trainings.

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Table with 3 columns: Date(s) of Service (July 01, 2024 - June 30, 2025), Hour(s) of Service (TBD), Location (Various)

Fees

Table with 2 columns: Description of Fee (Compensation for Services, Other Ancillary Cost, Total not to Exceed) and Amount (\$29,000.00, \$0.00, \$29,000.00)

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcema.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. **Commercial General Liability Insurance.** Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. **Automobile Liability.** Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. **Workers' Compensation Insurance.** Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. **Other Coverage as Dictated by the District.** If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. **Certificates of Insurance.** Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. **Endorsements.** Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. **Failure to Procure Insurance.** Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Jamie Mason, PT, DPT

Provider Authorized Signer

Jamie Mason PT DPT
Signature

06/14/24

Date

Oxnard School District

Lisa A. Franz

Director, Purchasing

Lisa A. Franz
Signature

6-27-24

Date

DESCRIPTION OF ERGONOMIC SERVICES:

SERVICES:

- **Individual Jobsite Evaluations and Training:** A pre-injury or post-injury evaluation of a worker's jobsite and the worker's biomechanical positioning and movement will be performed by Sunrise employees to identify potential risks and provide corrective recommendations. Changes to the work area on the day of the evaluation will be provided, if possible. Appropriate handouts and instruction for preventative techniques will be provided.

Follow up with the employee via phone, computer, and/or in person within 3 months of the initial evaluation will be included.

During an individual training the employee will be trained on proper body mechanics and preventative techniques for their specific job tasks. Pertinent handouts on preventative techniques will be provided to the employee.

A report in the format acceptable to Oxnard School District (OSD) will be provided for each interaction. A sign-in sheet for each training will also be provided.

- **Brief Evaluations/Training:** A Brief Evaluation/Training may be more appropriate at times. A shorter visit with an employee, such as a work area adjustment or reminders on posture, may only require a brief review/training. Another example is review of ergonomic equipment use, or review of preventative techniques previously discussed.

A report in the format acceptable to OSD will be provided for each interaction. A sign-in sheet for each training will also be provided.

- **Group Training:** A group of workers will be trained on injury prevention techniques for their specific job tasks. This training can include practicing techniques such as how to lift properly, job specific materials handling techniques, job specific activities involving posture and body mechanics, core stabilization, and/or stretching programs.

A report in the format acceptable to OSD will be provided for each training. A sign-in sheet will also be provided.

The above services can be provided remotely on a secure online platform if designated by OSD.

SCHEDULE OF FEES

FEES:

- Jobsite Evaluations/Individual Training: \$250.00
- Brief Evaluation/Training: \$150.00
- Group Training: \$375.00

These fees are applicable to both in person and online services.

PAYMENT:

Sunrise will provide a monthly log/invoice to OSD within the first week following the month of services rendered.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER: 600828736

J7238
1st Edition



ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

- BUSINESSOWNERS LIABILITY COVERAGE FORM
- BUSINESSOWNERS COVERAGE FORM
- APARTMENTOWNERS LIABILITY COVERAGE FORM
- CONDOMINIUM LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): OXNARD SCHOOL DISTRICT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following is added to Paragraph **C. Who Is An Insured** of the applicable Coverage Form:

Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance** of the applicable Coverage Form:

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

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

whichever is less.

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

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Policy Forms And Endorsements Attached At Inception

Number	Title
25-2110	Notice - No Workers' Compensation Covg
25-2984ED2	CA Notice - Insurer & Dept Of Ins Info
25-6301	CA Offer Of Terrorism Coverage
25-8240ED1	CA Fraud Statement
56-6191	Cyber Liability & Data Breach Dec
562377-ED1	Employment Practices Liability Dec
91-3055	Lender's Loss Payable Endorsement
BP00020197	Businessowners Property Coverage Form
BP00060197	Businessowners Liability Coverage Form
BP00090197	Businessowners Common Policy Conditions
BP04170196	Employment-Related Practices Exclusion
BP04340197	Businessowners Computer Coverage
BP04550197	Tenants Liability Coverage
BP05140103	War Liability Exclusion
E0129-ED1	Excl Of Cert/Other Acts Of Terr-Fire/Lia
E2042-ED2	Multiple Or Enhanced Damages Exclusion
E3027-ED1	No Covg Certain Computer Related Losses
E3306-ED1	Waiver Of Transfer Of Rights Of Recovery
E3342-ED2	Personal And Advertising Injury Coverage
E3451-ED1	Retail Service Primary Package
E4009-ED4	Mold & Microorganism Excl
E6036-ED1	Lead Poisoning And Contamination Excl
J6316-ED1	Excl Of Loss Due To Virus Or Bacteria
J6345-ED1	Exclusion - Violation Of Statutes
J6353-ED1	Change To Limits Of Insurance
J6572-ED1	Business Income & Extra Expense
J6577-ED1	EPLI - Standard
J6740-ED1	Two Or More Coverage Forms
J6828-ED1	Ltd Covg For Fungi, Wet/Dry Rot
J6840-ED2	Addl Insd-Scheduled Person Or Org
J6847-ED1	Limitation - Employment Practices Liab
J6849-ED2	Deductible Provisions
J7110-ED1	Exclusion Confidential Info
J7115-ED1	Excl Asbestos/Silica/Silica-Related Dust
J7122-ED1	Loss Payment - Profit, Overhead & Fees
J7136-ED1	Pollution Exclusion - Expanded Exception
J7138-ED1	Bus Inc & Extra Exp - Partial Slowdown
J7157-ED1	Damage To Property Exclusion Revised
J7182-ED1	Drone Aircraft Coverage
J7221-ED1	Marijuana Exclusion
J7230-ED1	Supplementary Payments

Policy Number: 60082-87-36

Effective Date: 02-14-2023

Policy Forms And Endorsements Attached At Inception

Number	Title
J7238-ED1	Addl Insd-Designated Person Or Org
J7507-ED1	Cyber Incident Exclusion
S9934-ED6	California Changes
S9941-ED3	Hired & Non-Owned Auto
S9945-ED2	California Amendatory Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER: 600828736



J6840
2nd Edition

ADDITIONAL INSURED – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	OXNARD SCHOOL DISTRICT, IT'S GOVERNING BOARD, OFFICERS, AGENTS, EMPLOYEES, AND/OR VOLUNTEERS
Location Of Covered Operation(s):	1051 SOUTH A STREET OXNARD, CA 93030
Effective Date Of Endorsement:	2/14/2023
If no entry appears above, information required to complete this endorsement will be shown in the Declarations.	

The BUSINESSOWNERS LIABILITY COVERAGE FORM is amended as follows:

A. With respect to the additional insured described in Paragraph **B.** of this endorsement, the following exclusions are added to Paragraph **1. Applicable To Business Liability Coverage** under Section **B. Exclusions**:

This insurance does not apply to:

1. "Bodily injury" or "property damage" for which the additional insured(s) is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured(s) would have in the absence of the contract or agreement.
2. "Bodily injury" or "property damage" occurring after:
 - a. Your ongoing operations at the location of covered operations other than service maintenance or repairs performed by you or on your behalf have been completed; or
 - b. The portion of your ongoing operation out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.

But in no event shall this insurance apply to "bodily injury" or "property damage" arising out of your operations that were completed prior to the effective date of this endorsement.

3. "Bodily injury" or "property damage" arising out of any act or omission of the additional insured(s) or any of its "employees", agents or contractors other than you, except for general supervision by the additional insured(s) of your ongoing operations performed for that additional insured.
4. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured(s);
 - b. Property in the care custody or control of the additional insured(s) or over which the additional insured(s) exercise physical control; or
 - c. Any work including materials, parts or equipment furnished in connection with such work which is performed for the additional insured by you.

- B.** Section **C. Who Is An Insured** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only to the extent that the additional insured(s) is held liable for “bodily injury” or “property damage” caused in whole or in part by:
1. Your ongoing operations performed for such person or organization at the location designated above;
 2. The acts or omissions of your subcontractors acting on “your” behalf on the scheduled project in the performance of your ongoing operations for the additional insured(s) which start and are completed within the effective period of this endorsement; or
 3. The acts or omissions of such additional insured(s) in connection with its general supervision of such operations.
- C.** With respect to this endorsement, “wrap up policy” means an Owner or Contractor Controlled Insurance Program providing one or a series of policies designed to cover a specific construction project that insures all of the persons and entities working on such project.

The BUSINESSOWNERS COMMON POLICY CONDITIONS are amended as follows:

- A.** With respect to the additional insured described in Paragraph **B.** of this endorsement, Section **H. Other Insurance** is replaced by the following:

H. Other Insurance

1. Primary and Noncontributory Insurance

The coverage provided to an additional insured under this endorsement shall be primary and noncontributory ONLY to any insurance issued directly to the additional insured if:

- a. The Named Insured agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis;
- b. Such written contract or written agreement referenced in **a.** above was executed prior to the issuance of this endorsement;
- c. The additional insured designated herein has a policy with an Other Insurance provision making that policy excess; and
- d. There is no “wrap up policy” in effect for the work performed at the location designated in the Schedule of this endorsement.

2. Excess Insurance

If there is other valid and collectable insurance available to the additional insured(s) as an additional insured under other policies covering the work performed at the location designated and described in the schedule of this endorsement, this insurance will be excess over those policies.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



E3306
1st Edition

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

02/14/2023

Effective Date

600828736

Policy Number

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS - BP 00 09

SCHEDULE

Name of Person or Organization:

OXNARD SCHOOL DISTRICT, ITS GOVERNING BOARD, OFFICERS, AGENTS, EMPLOYEES,
AND/OR VOLUNTEERS

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

The provisions of the Businessowners Common Policy Conditions are modified by this endorsement as follows:

Condition **K. Transfer Of Rights Of Recovery Against Others To Us** in the Businessowners Common Policy Conditions is amended by the addition of the following:

3. 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 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.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: August 20, 2025

Agenda Section: Section C: Personnel Agreement

Ratification of Memorandum of Understanding #25-110 with the California Department of Education for Assignment of Karen Sher as Visiting Educator for the 2025-26 School Year (Carroll)

The California Department of Education (CDE) continues its strategic efforts to address California's persistent teacher shortages through recruitment-focused programs. As part of these efforts, the CDE has requested to renew the Interjurisdictional Exchange (IJE) assignment of Oxnard School District educator Karen Sher to serve as a Visiting Educator (VE) within the Building Educational Success Together (BEST) Branch for the 2025–26 school year.

This assignment represents the third consecutive year of collaboration between the Oxnard School District (OSD) and the CDE under this initiative. The original agreement (#23-86) covered the 2023–24 and 2024–25 school years. The new Memorandum of Understanding (MOU #25-110) continues this arrangement for an additional year.

Under this MOU, Karen Sher will serve as an Education Program Consultant (EPC) for the CDE. Her responsibilities will include:

- Developing and leading teacher recruitment strategies, with a focus on recruiting educators of color, military veterans, retirees, and out-of-state teachers.
- Supporting "Grow Your Own" programs and initiatives to increase the supply of substitute teachers.
- Leading the Diversifying the Teacher Workforce Community of Practice.
- Coordinating efforts across agencies and educational institutions, and representing the CDE in related convenings.
- Contributing to state-level teacher recruitment policies, legislative analysis, and program evaluations.

Ms. Sher will remain an employee of OSD during this assignment, with CDE reimbursing all personnel-related costs.

Term:

- Start Date: August 15, 2025
- End Date: June 30, 2026
- The agreement may be terminated by either party with 30-day advance written notice.

FISCAL IMPACT:

Fiscal Impact:

- Reimbursed by CDE: Salary, health, dental, vision, life insurance, STRS contributions, unemployment insurance, and workers' compensation.
- Travel Costs: Paid directly to Ms. Sher by CDE through the California Automated Travel Expense Reimbursement System.

There is no net cost to the District as a result of this agreement.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees ratify Memorandum of Understanding #25-110 with the California Department of Education for the continued Visiting Educator assignment of Karen Sher for the 2025–26 school year.

ADDITIONAL MATERIALS:

Attached: [MOU #25-110 \(11 pages\)](#)

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

The Contractor will provide services of Karen Sher to the California Department of Education (COE), Instruction, Measurement and Administration Branch. This is an Interjurisdictional Exchange (IJE) Visiting Educator (VE) (Government Code 19050. 8 to provide professional assistance (State Personnel Board Rule 427) to meet compelling management needs, as described herein.

II. CONTRACT MONITORS:

The COE assigns **Erika Torres, ETorres@cde.ca.gov, (916) 323-6398**, as the State Contract Monitor to oversee this project. Said State Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

The Contractor assigns Dr. Scott Carroll, scarroll@oxnardsd.org, as the Contractor Monitor for the Oxnard School District. Contract Monitor to oversee this project. Said Contractor Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

**MEMORANDUM OF UNDERSTANDING
AGREEMENT MADE AND ENTERED August 21, 2025
BETWEEN THE STATE OF CALIFORNIA AND OXNARD SCHOOL DISTRICT**

Under the provision of Government Code Section 19050.8 and State Personnel Board Rule 427, the State of California and the Oxnard School District (hereafter referred to as OSD) enter into an agreement for the assignment of Karen Sher (hereafter referred to as the employee), to the California Department of Education (hereafter referred to as CDE), the Building Educational Success Together Branch (hereafter referred to as BEST), 1430 N Street, Sacramento, CA 95814 Suite 5408, under the following terms, conditions and policies:

I. JUSTIFICATION FOR ASSIGNMENT

The employee will be assigned to the position of Education Program Consultant (hereafter referred to as EPC) in the BEST Branch. The employee, under the direct supervision of the Branch Deputy will:

Serve as the statewide lead working with other offices throughout the Department, the Education Programs Consultant (EPC) works as a team leader, team member, and/or independently to implement, develop, and lead strategies to recruit more teachers and teacher candidates in the state. The incumbent will develop and lead strategies to recruit teachers of color. The EPC will coordinate with agencies involved in teacher recruitment to extend and maximize teacher recruitment efforts.

II. POSITION DATA AND SUPERVISION

The employee will be assigned to the position of EPC in the BEST Branch. The employee will be assigned to perform the following tasks and responsibilities and provide a monthly report on their work to the designated OSD and COE supervisors.

1. Develop strategies to recruit teachers to California from other states, to recruit teachers from military families, to recruit retirees, and to recruit from other sources. Co-Lead with other agencies in the establishment of grow your own programs and provide support to maximize the efforts of existing grow your own programs. Develop and carry out strategies to increase the number of substitute teachers in the state.
2. Establish goals for the number of teachers and teacher candidates to be recruited. Co-Lead with other agencies in connecting new teachers to support programs and when needed assist in providing support and trainings. Assist in leading State Superintendent of Public Instruction (SSPI) workgroups and implementing recommendations. Work as a lead on the Diversifying the Teacher Workforce Community of Practice, webinar series, and web pages as needed. Prepare and recommend changes to policies including working on bills analysis on teacher recruitment.

3. Seek partnerships with foundations, community-based partners, and Education Coalition to further SSPI teacher/educator policy goals. Coordinate with agencies involved in teacher recruitment in order to extend and maximize teacher recruitment efforts. Act as a liaison with other state agencies on teacher recruitment. Work closely with institutions of higher education and other teacher preparation programs. Represent CDE in working groups, webinars, conferences and convenings related to teacher recruitment statewide.

III. COSTS AND EXPENSE

The COE will reimburse OSD for the employee's salary and benefits. via a standard agreement contract. In addition to salary, reimbursement will be paid for employer's contributions toward employee benefits including health, dental, vision, life insurance, fringe and contributions to the California State Teachers' Retirement System, unemployment and workers, compensation programs.

The COE will reimburse the employee directly for all travel expenses incurred, through the COE's California Automated Travel Expense Reimbursement System, while conducting official business for the State of California during this assignment. For travel purposes, the employee's headquarters will be designated as 1430 N Street, Sacramento, California. Additionally, the employee is permitted to work remotely.

IV. RIGHTS AND BENEFITS

The assignment of the employee to the COE during this contract period shall not affect her status and rights as an employee of the OSD, and she will be entitled to all current and future benefits, salary and allowances for sick leave, vacation, retirement, workers' compensation, and other benefits offered to employees of the OSD. The employee will remain an employee of the OSD and will not gain any state civil service status or be eligible for benefits offered only to employees of the state because of this assignment. Experience obtained during this assignment will be considered administrative for open examination purposes. While the employee retains status and rights as an employee of the OSO. The COE will fully reimburse OSO for any expense incurred while employee is assigned to the COE.

In addition, the employee is permitted to work remotely to conduct his primary work. The COE will support access to the network during this period.

V. APPLICATION OF RULES, REGULATIONS AND POLICIES

During the period of this assignment, the employee will be assigned responsibilities equivalent to the level of EPC. The rules and policies of both the COE and of the State of California governing standards of conduct shall apply to the employee.

Oxnard School District MOU

COE Agreement# CN

Amendments to extend the services of the Visiting Educator assignment will be contingent upon the CDE's completion of a written annual evaluation of the employee's performance in this assignment.

As required under the provision of Budget Act language, individuals providing services under a Visiting Educator Program/Interjurisdictional Exchange contract are required to provide full financial disclosure to the Fair Political Practices Commission in accordance with the rules and regulations of the Commission.

VI. TERMS OF CONTRACT

This contract will commence on August 15, 2025 and will terminate on June 30, 2026. This contract may be terminated before the expiration date by either party with a thirty-day written advance notice.

Date: _____
Erika Torres, California Department of Education
Deputy Superintendent

Date: _____
Karen Sher
Employee, Oxnard School District

Date: _____
Dr. Scott Carroll
Assistant Superintendent, Human Resources
Oxnard School District

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT:

For services satisfactorily rendered, and Upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Invoices shall include the **Agreement Number CNXXX** and shall be submitted in arrears, not more frequently than monthly in duplicate to:

**California Department of Education
Building Educational Success Together Branch
1430 N Street, Suite 5602
Sacramento, CA 95814
Attention: Erika Torres
Email:
EFTorres@cde.ca.gov**

The Contractor may bill the COE and be paid as the Oxnard School District.

11. PAYMENT:

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

III. BUDGET CONTINGENCY CLAUSE (Rev. 9/12):

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- 8. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to GC, Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. COE has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction in funds.

IV. TRAVEL CLAUSE:

The Contractor will not be reimbursed for travel costs under this contract. Travel reimbursement will be paid directly to the individual assigned by the Contractor upon submittal of an approved Travel Expense Claim, submitted via the CalMATERS system that the COE utilizes.

V. ESCALATOR CLAUSE:

This agreement may be amended to cover any increases in salary or benefits for the fiscal year, which are approved and implemented by the Contractor's governing board within the Budget Act cap, if any.

EXHIBIT C

BUDGET by FISCAL YEAR
Karen Sher VE Contract 2025-26

EXHIBIT D

SPECIAL TERMS & CONDITIONS

I. RESOLUTION OF DISPUTES:

If the Contractor disputes any action by the COE Contract Monitor arising under or out of the performance of this contract, the Contractor shall notify the CDE Contract Monitor of the dispute in writing and request a claims decision. The COE Contract Monitor shall issue a decision within 30 days of the Contractor's notice. If the Contractor disagrees with the CDF Contract Monitor's claims decision, the Contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the Contractor to present oral or documentary evidence and arguments in support of the claim. The Contractor shall continue with the responsibilities under this Agreement during any dispute.

II. RIGHT TO TERMINATE (Rev. 5/07):

This agreement may be terminated before the expiration date by either party subject to thirty (30) days written advance notice.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

III. TERMINATION FOR TARGETS OF ECONOMIC SANCTIONS: EXECUTIVE ORDER N-6-22 - RUSSIA SANCTIONS:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned

individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

IV. ICT ACCESSIBILITY REQUIREMENTS (05/2018):

Unless the scope of work expressly provides that the COE shall be responsible for all 508 compliance:

- A. Contractor shall, in accordance with California Government Code section 11135 (which requires state agencies to comply with Section 508 of the federal Rehabilitation Act of 1973 (Section 508)), ensure that any and all Information and Communications Technology {ICT} deliverables developed, procured, or maintained as a result of this contract shall comply with state and federal accessibility requirements, including: (i) the California Department of Education's {COE} Web Content Accessibility Guidelines (WCAG) 2.0 at the AA level found at: <http://www.w3.org/TR/WCAG20/>, (ii) the CDE's Web Standards found at: <https://www.cde.ca.gov/re/di/ws/webstandards.asp>, and (iii) the CDE's Web Application Review Team (WebART) review process found at: <https://www.cde.ca.gov/re/di/ws/webartproc.asp>.
- B. The definition of "Information and Communications Technology" or "ICT" includes but is not limited to: computer hardware, software, cloud services, websites, web content, web or mobile application, office documents (e.g., MS Word, MS Excel, MS PowerPoint, PDF), multimedia, social media, email, and electronic devices.
- C. Contractor shall employ a section 508 compliance expert with qualifications and experience acceptable to the CDE to: (i) advise Contractor during ICT deliverable development, and (ii) certify in writing on behalf of Contractor that the ICT deliverables are fully compliant with the standards in subsection A above and Section 508 prior to submission to, or use by, the COE. Such certification shall also include a statement describing precise methods by which compliance was determined, along with the results of testing. The Contractor is responsible for any costs associated with breach of such certification.
- D. Upon CDE's request, the Contractor must provide to the COE all source files for ICT deliverables to the CDE for the purpose of improving accessibility. This may include non-proprietary code, unedited pictures and video, and original documents prior to PDF conversion among others.

V. PROHIBITION OF DISCRIMINATION:

In addition to the non-discrimination requirements in General Terms and Conditions attached as Exhibit C, Contractor and its subcontractors shall comply with Education Code section 220, which prohibits any person from discriminating on the basis of any characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, in any program or activity conducted in connection with this contract.

VI. HEALTH AND SAFETY:

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

EXHIBIT E

ADDITIONAL PROVISIONS

I. **CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT:**

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for Fiscal Year(s) covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The COE has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the reporting requirements set forth in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: August 20, 2025

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #25-111 – Briotix Health, LP (Carroll/Magaña)

Briotix Health, LP will partner with Oxnard School District to deliver disability management consultation services. Working in close collaboration with district personnel, Briotix will help identify and implement effective strategies for addressing disability-related issues in the workplace. This collaborative effort aims to ensure compliance with the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA), while aligning disability management practices with the district's operational goals and values.

Term of Agreement: August 7, 2025 through June 30, 2026

FISCAL IMPACT:

Not to exceed \$50,000.00 – Unrestricted General Funds

RECOMMENDATION:

It is the recommendation of the Risk Manager, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #25-111 with Briotix Health, LP.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-111, Briotix Health, LP \(4 Pages\)](#)
[Proposal \(4 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20____
by and between Oxnard School District (hereinafter referred to as “District”) and _____,
(hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

District	Provider
Attn: _____	Attn: _____
Street	Street
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following [REDACTED]

Accountants, attorneys, education consultants, nurses, therapists \$1,000,000.00

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

	<u>Each Occurrence</u>	<u>Aggregate</u>
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT

District

Provider

By:

Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

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

PAYMENT SCHEDULE:

Submit invoices monthly to accountspayable@oxnardsd.org and nmagana@oxnardsd.org.
Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

**EXHIBIT C
REQUIRED CERTIFICATIONS**

Services Agreement Dated: _____, 2025

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

DISABILITY MANAGEMENT SERVICES AND RATES 2025 - 2026

BRIOTIX HEALTH RETURN TO WORK SOLUTIONS:

Even one employee absent from work is disruptive to the workplace resulting in costly lost productivity and a burden on coworkers. That's why focusing on keeping employees safe at their jobs and returning others to work is important. The success an employer has at helping their employee stay at work or return to work is largely dependent on early and skilled intervention and innovative accommodation.

Interactive Process Meetings: Diana Pelletier has been providing disability management services for over 25 years. Ms. Pelletier is a recognized Subject Matter Expert in the California Fair Employment and Housing Act and Americans with Disabilities Act requirements and has worked with public and private organizations assisting with the coordination, facilitation, and documentation of these meetings for over 25 years. She is experienced in the identification of reasonable accommodations in the workplace and is well positioned to assist return-to-work efforts as a Certified Ergonomics Assessment Specialist II. Ms. Pelletier facilitates in-person Interactive Process meetings with all organization stakeholders and is familiar and comfortable when dealing with all other interested parties including applicant's attorneys, union representatives, or employee family members in meetings. She is a specialist at navigating complex, difficult situations with aplomb, and is clearly focused on meeting objectives. In today's current health climate, Ms. Pelletier has become well-versed in conducting meetings in a virtual setting as well. Ms. Pelletier will provide fully documented Interactive Process meetings with comprehensive reports that outline all relevant details. Ms. Pelletier will also develop supporting documentation for the Interactive Process, such as medical clarification correspondence, temporary or permanent work agreements, requests for Fit for Duty exams, and the like.

Rates: \$160 per hour for all related services

\$90/hour all travel

Physical Demand Analyses: Defined, objective measurement of each job's actual physical demands is the first step in preventing injuries and returning employees safely to work. Briotix Health clinical experts go to your job site and measure the demands of targeted job tasks for each essential function on the job description. Using smart, calibrated Briotix Health technology and ISO processes. Your employees and



DISABILITY MANAGEMENT SERVICES AND RATES 2025 - 2026

supervisors are observed and consulted as subject matter experts to ensure accurate PDA. We use this data to develop specific return to work protocols that can be implemented in partnership with the treating physician, supervisor, and disabled employee to return employees to work safely and productively. PDA data can be documented as a detailed written report of essential job functions and corresponding physical demands. This data is essential in making informed, safe, and defensible return to work decisions

Rates: \$825 per Physical Demand Analysis, all inclusive

Consultation on ADA and FEHA related matters: As noted previously, Ms. Pelletier is an industry-recognized expert in this field. She provides consultation and guidance to many organizations in the area of application of regulations, identification of reasonable accommodations, return-to-work strategies and solutions, utilization of EFJAs, workers' compensation processes, and more. As a Certified Professional in Disability Management for over 20 years, Ms. Pelletier brings to her clients a wealth of knowledge related to this industry. The benefit of having seen hundreds of situations related to occupational and non-occupational injury and illness, disability, reasonable accommodation strategies, workers' compensation case matters, and thousands of job observations positions her as a solid expert in this field.

Rates: \$160 per hour for all related services

\$80/hour all travel

Expert Testimony: As noted previously, Ms. Pelletier is regarded as a Subject Matter Expert and has experience acting as an Expert Witness in this capacity. She has had recent experience (in the last three years) of providing defense expert services including review of reasonable accommodations, labor market analysis, ADA/FEHA issues, employability, diminished future earning capacity and rebuttal of vocational evaluation reports proposing 100% disability claims. Ms. Pelletier is comfortable with comprehensive med-legal document review and has provided expert testimony in depositions and trials both in civil court and for the Workers' Compensation Appeals Board in Orange and Los Angeles counties.

Rates: \$300 per hour for consultation, file review, research, and report development

\$350 per hour for testimony (1 hour minimum)

\$100 per hour for travel in Southern California



DISABILITY MANAGEMENT SERVICES AND RATES 2025 - 2026

Manager/Supervisor Training

Let us educate your staff as to all the ins and outs of the Return-to-Work process. With state and federal regulations guiding employers, it is essential that your managers understand their role in the accommodation process. Our training includes:

- Introduction to the Interactive Process
- Overview of the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA)
- Current RTW case law
- ADA/FEHA definitions of disability
- Reasonable accommodations
- Review of essential and marginal functions
- Job Description/Essential Function Job Analysis
- The Interactive Process – Steps and Documentation

Our comprehensive services provide you with invaluable knowledge that can transform the effectiveness of your Return-to-Work process. At Pelletier & Associates we specifically focus on how to implement existing company policies and how to communicate with your injured workers to achieve the most positive outcomes possible.

Rates: \$800 per two-hour training session



Addendum 1 – Rate Card

1. Rates & Term

SERVICE DELIVERABLE	RATE
INTERACTIVE PROCESS	
Interactive Process Meeting	\$160.00 per hour
Interactive Process Meeting – Travel	\$90.00 per hour
JOB ANALYSIS	
Job Analysis	\$825.00
EXPERT TESTIMONY	
Expert Testimony (Consultation, File Review, Research, Report Development)	\$300.00 per hour
Expert Testimony (Testimony)	\$350.00 per hour
Expert Testimony (Travel in Southern California)	\$100.00 per hour
MANAGER/SUPERVISOR TRAINING	
Manager/Supervisor Training	\$800.00 per 2-hour training session
ACCOMMODATION PROCESS & POLICY DEVELOPMENT	
Accommodation Process & Policy Development	\$160.00 per hour



OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: August 20, 2025

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #25-116, Wildan Financial Services (Pifko/Núñez)

Wildan Financial Services will assist the Oxnard School District in meeting arbitrage rebate compliance requirements for its outstanding bond obligations. Their scope of work includes reviewing bond documentation and transaction records, calculating bond yields, and performing arbitrage rebate and yield restriction analyses in accordance with Section 148(f) of the Internal Revenue Code. Additionally, they will produce comprehensive reports detailing any rebate liabilities, advise on IRS filing procedures, and suggest strategies to enhance compliance efforts. This engagement aims to ensure the district remains in full and timely compliance with federal arbitrage regulations.

Terms of Agreement: August 1, 2025 – June 30, 2026

FISCAL IMPACT:

Not to Exceed: \$3,500.00 - General Fund

RECOMMENDATION:

It is the recommendation of the Director of Finance, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #25-116 with Wildan Financial Services.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-116, Wildan Financial Services \(4 Pages\)](#)
[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 and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date

Exhibit A

SCOPE OF SERVICES

Task 1: Define Compliance Needs and Provide Implementation Schedule

Objective: Obtain bond documents, prior reports, and transactional data necessary to prepare arbitrage computations.

Description: WFS will review the bond documents and prior reports provided by the Client and assess the special elections made at issue and the availability of regulatory exceptions.

Task 2: Verify Bond Yield and Prepare Arbitrage Rebate and Yield Restriction Analysis

Objective: Compute the cumulative arbitrage rebate liability and/or yield reduction payment accrual for each bond.

Description: Utilizing data provided by the Client and authorized third parties, WFS will:

- Verify the bond yield as stated in the bond documents;
- Identify the bond proceeds subject to arbitrage rebate compliance;
- Assume all expenditures of bond proceeds have been made in accordance with Section 148(f) of the Internal Revenue Code;
- Compute investment earnings, taking into account the proper allocation of commingled funds;
- Future value transactions to the computation date;
- Test for exceptions to rebate and penalty in-lieu requirements;
- Analyze unspent project funds and overfunded reserves subject to yield restriction pursuant to Section 148(f) of the Internal Revenue Code;
- Determine the cumulative arbitrage liability pursuant to Section 148(f) of the Internal Revenue Code; and
- Determine the yield reduction payment pursuant to Section 148(f) of the Internal Revenue Code.

Task 3: Review and Assess Analysis Outcome

Objective: Multi-tiered review of each prepared report and internal discussion of assumptions and opportunities to reduce the rebate liability.

Description: Proper application of the arbitrage rebate regulations requires understanding the purpose of the financing and the investment and expenditure of bond proceeds. Once the mathematical analysis is complete, a comprehensive review of the report will be performed noting computational assumptions and technical issues to be evaluated. If appropriate, these issues will be communicated to the Client.

Deliverable: Possible discussion with your staff.

Exhibit A

Task 4: Conclusions, Recommendations, and Action Plan

Objective: Develop conclusions, recommendations, and produce reports.

Description: WFS will deliver a cumulative inception to current bond year arbitrage rebate report for each bond under contract and, if warranted, will offer recommendations for actions to be taken including:

- Areas where allocation and accounting methodology could be enhanced;
- Identification of technologies not currently in use that may be applicable and appropriate for future consideration;
- Identification of obstacles or challenges that could prevent timely or accurate compliance; and
- Instructions for filing IRS forms.

Deliverable: Completed arbitrage rebate report for each bond under contract inclusive of:

- Executive Summary detailing the assumptions and methodology used;
- Summary Analysis of all relevant dates;
- Sources and uses of funds;
- Arbitrage yield and yield restriction requirements;
- Rebate liability summarized and by fund;
- Arbitrage/Investment Yield Comparison Graph;
- Rebate Calculations by fund; and
- Outstanding Investments Summary.

Task 5: Review Results

Objective: Discuss arbitrage rebate positions, opportunities, and possible areas of enforcement concern.

Description: Key strategic and procedural issues will be discussed, as well as strengths and challenges relating to long-term arbitrage rebate compliance.

Deliverable: Discussion with Client staff.

Task 6: File IRS Payment and Refund Requests

Objective: Assist with filing arbitrage rebate payments and refund requests.

Description: WFS will supply completed IRS forms and payment instructions, as needed.

Deliverable: Completed IRS Payment and Refund Request Forms, with accompanying instructions.

Task 7: Monitor Regulatory Enhancement and Enforcement Actions

Objective: WFS will help Client staff stay abreast of regulatory interpretation and enforcement.

Description: WFS requires analyst staff to participate in yearly continuing education events and encourages discussion of current regulatory interpretation with clients. Depending upon the circumstances, WFS may recommend procedural and documentation changes to Client staff.

Deliverable: Audit assistance.

Exhibit A

Willdan is a registered municipal advisory firm with the U.S. Securities and Exchange Commission (“SEC”), as such the Client represents, acknowledges, and agrees that Willdan is not acting as a “municipal advisor” (as defined by the SEC), to the Client, in any capacity as it relates to the project covered in this arbitration agreement.

Project Disclaimer

The Client further represents, acknowledges, and agrees that:

- (i) The Client uses, or may use, the services of one or more municipal advisors registered with the SEC to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The Client is not looking to Willdan to provide, and the Client shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this contract and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the rules and regulations adopted thereunder;
- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the Client with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the Client, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the Client, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the Client recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the Client will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the Client is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: August 20, 2025

Agenda Section: Section C: Facilities Agreement

Ratification of Amendment #3 to Agreement #21-141, Universal Engineering Services (formerly Construction Testing & Engineering, Inc.) to provide additional Inspection and Testing Services as Lab of Record Services for the Rose Avenue Elementary School Reconstruction Project. (Pifko/Bennett/CFW)

At the October 20, 2021 Board meeting, the Board of Trustees approved Agreement #21-141 for Inspection and Testing Services as Lab of Record services required for construction of the Rose Avenue Elementary School Reconstruction Project. Accordingly, a contract was executed between Universal Engineering Services (formerly Construction Testing & Engineering, Inc.) and the District.

Subsequent to the approval of Agreement #21-141 additional unforeseen costs were encountered that exhausted the funds approved for Testing & Inspections. Amendment #3 is required due to the extended length of time the project has been going on and the on-going special testing requirements of DSA.

FISCAL IMPACT:

\$60,968.00 - Master Construct and Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Amendment #3 to Agreement #21-141 with Universal Engineering Services (formerly Construction Testing & Engineering, Inc.).

ADDITIONAL MATERIALS:

Attached: [Amendment #3 \(5 Pages\)](#)

[Agreement #21-141, Construction Testing & Engineering, Inc. \(24 Pages\)](#)

**Amendment No. 003 to Inspection and
Testing Services as Lab of Record
Agreement #21-141**

The Inspection and Testing Services as Lab of Record Agreement (“Agreement”) #21-141 entered into on October 20, 2021, by and between the Oxnard School District (“District”) and Universal Engineering Services (formerly Construction Testing & Engineering, Inc.) (“Lab of Record”), is hereby amended by the parties as set forth in this Amendment No. 003 to the Agreement for Consultant Services, Inspection and Testing Services as Lab of Record Services Agreement (“Amendment”) that is incorporated herein for all purposes.

RECITALS

WHEREAS, the District retained Lab of Record to provide Inspection and Testing as Lab of Record services for the Rose Avenue Elementary School Reconstruction Project (“Project”) of the District’s Facilities Implementation Plan.

WHEREAS, the Lab of Record has provided Inspection and Testing Services required by Division of the State Architect (“DSA”) for their records;

WHEREAS, due to the existing conditions regarding additional Inspection and Testing exceeding the agreed amount of Exhibit “A” in the Agreement #21-141;

WHEREAS, the Board of Trustees has taken certain actions to approve the Lab of Record services for the Rose Ave. Elementary School Reconstruction Project currently under construction;

WHEREAS, additional Lab of Record services are still required to completion of the Project;

WHEREAS, upon consideration of the proposal for additional Inspection and Testing services as Lab of Record including DSA required testing through the completion of the project;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

AMENDMENT

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

SECTION 5.1 Additional Compensation for Rose Avenue Elementary School Reconstruction Project for additional Work. The Lab of Record agrees to perform the Basic Services as described in the original Agreement, and Exhibit “D” thereto, with respect to the Project. Lab of Record agrees to deliver the deliverables identified in Exhibit “C” of the original Agreement for the Project. In consideration for the amended basic services and deliverables, the Lab of Record agrees to be compensated an additional flat “all-in” Basic Fee for the additional work totaling:

A. Sixty Thousand Nine Hundred Sixty-Eight Dollars and Zero Cents (\$60,968.00) for Amendment No. 003 and the attached proposal received from Universal Engineering Services (formerly Construction Testing & Engineering, Inc.) dated October 7, 2022, is to adjust the base fee paid to CTE according to the original Service Agreement #21-141 that allows for adjustment of fees with Board of Trustee approval.

The sum for the additional services total:

Sixty Thousand Nine Hundred Sixty-Eight Dollars and Zero Cents (\$60,968.00)

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

The Parties agree that all other provisions of the Lab of Record Services Agreement entered into and executed by the Parties on **November 24, 2021** remain in full force and effect. The Lab of Record agrees that any provisions, limitations and exclusions in its proposal, Exhibit "F" hereto, are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

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

OXNARD SCHOOL DISTRICT:

By: _____
Melissa Reyes
Director, Purchasing

Date:

**Universal Engineering Services
(Formerly Construction Testing & Engineering, Inc.)**

By: _____
Jorge Nieto, Project Manager

Date:

EXHIBIT “F”

PROPOSALS ATTACHED

CONTRACT CHANGE FORM

CLIENT NAME: _____ CHANGE ORDER NO.: _____

COMPANY NAME: _____

CLIENT ADDRESS: _____ UES PROJECT NAME: _____

DATE: _____ UES PROJECT NO.: _____

DESCRIPTION OF CHANGES: _____

CHECK BELOW AS APPROPRIATE:

Work to be done in accordance with contract unit rates.**Work to be done at unit rates of (list):** _____
_____**Estimated change in contract amount:** _____**A detailed proposal/contract modification is required by (date):** _____**Until then, additional work is authorized as follows:** _____

UES REPRESENTATIVE RECEIVING AUTHORIZATION: _____

NAME OF CLIENT INDIVIDUAL AUTHORIZING CHANGE: _____

TITLE: _____ TELEPHONE NO.: _____ EMAIL: _____

SIGNATURE: _____ COMPANY NAME: _____

COMPANY PO NO.: _____ N/A (CHECK HERE)

All work to be done in accordance with contract terms and conditions for above referenced project.

Anticipated Construction Materials Testing & Inspection Services				
Rose Avenue ES K-5 Phase I & Phase II Remaining Work				
	Unit	Quantity	Unit Price	Item Total
Soil Testing and Inspection				
Soil Technicain	Per Hour	120	\$145.00	\$17,400.00
Laboratory Maximimum Density Test	Each	4	\$340.00	\$1,360.00
Atterberg Limit Determination	Each	4	\$240.00	\$960.00
Sieve Analysis including Percent Passing No. 200 Sieve	Each	4	\$140.00	\$560.00
Travel (0.78 cents per mile)	Each	15	\$198.00	\$2,970.00
	Sub-Total			\$23,250.00
Concrete Testing and Inspection				
ICC Reinforced Concrete/Reinforcing Steel Special Inspector	Per Hour	40	\$145.00	\$5,800.00
Concrete Batch Plant Inspection	Per Hour	8	\$125.00	\$1,000.00
Tag and Sample Rebar	Per Hour	8	\$125.00	\$1,000.00
Concrete Cylinders (Cured and/or Tested in Compression)	Each	20	\$35.00	\$700.00
Rebar Tensile and Bend Testing	Each	6	\$90.00	\$540.00
Post-Installed Anchors	Per Hour	16	\$145.00	\$2,320.00
Sample Pick-Up	Per Hour	4	\$85.00	\$340.00
Travel (0.78 cents per mile)	Each	12	\$198.00	\$2,376.00
	Sub-Total			\$14,076.00
Masonry Testing and Inspection				
ICC Structural Masonry Deputy Inspector	Per Hour	32	\$145.00	\$4,640.00
Masonry Grout Batch Plant Inspection	Per Hour	8	\$125.00	\$1,000.00
Grout Prisms (3"x6")	Per Hour	8	\$35.00	\$280.00
Mortar Cubes (2" Cubes, ASTM C109)	Each	6	\$35.00	\$210.00
Sample Pick-Up	Per Hour	4	\$85.00	\$340.00
Travel (0.78 cents per mile)	Each	9	\$198.00	\$1,782.00
	Sub-Total			\$8,252.00
Project Management and Technical Services				
Administrative Assistant	Per Hour	4	\$75.00	\$300.00
Project Manager	Per Hour	14	\$175.00	\$2,450.00
Senior Engineer	Per Hour	8	\$190.00	\$1,520.00
	Sub-Total			\$4,270.00
Construction Material Testing and Inspection Total				\$49,848.00

**Oxnard School District
Agreement for Consultant Services
Inspection and Testing Services as Lab of Record to be provided for
Rose Avenue Elementary School Reconstruction
Facility Construction Project**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of **October 2021**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and **Construction Testing & Engineering, Inc.** (“Consultant”), with a business address located at 1645 Pacific Ave., Suite 107, Oxnard, California 93033. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties”.

RECITALS

A. District is authorized by California Government Code section 53060 and District’s Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposal (“Proposal”), the performance of certain services, with the precise scope of work to be specified at the time of assignment of the work.

B. Following submission of a Proposal for the performance of services, Consultant was selected by District to perform services on behalf of the District at the District’s sole discretion.

C. The Parties desire to formalize the assignment of the Consultant for performance of services and desire the terms of that performance be as particularly defined and described herein.

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

OPERATIVE PROVISIONS

- 1. Incorporation of Recitals and Exhibits.** The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. Scope of Services.** The Scope of Services to be assigned to Consultant pursuant to issuance of a Purchase Order, is further defined in **Exhibit “D” – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed qualified by District as described in this Agreement.
- 3. Term of Agreement.** Subject to earlier termination as provided for below, this Agreement shall remain in effect from October 21, 2021 through September 20, 2023 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Rose Avenue Elementary School Reconstruction Project, 220 S. Driskill St., Oxnard, CA 93033** (“Project”), as described in **Construction Testing & Engineering, Inc.** proposal dated August 24, 2021.

4. **Time for Performance.** The scope of Services set forth in **Exhibit “D”** shall be completed during the Term referenced under item Section 3 above. If Services indicated in **Exhibit “D”** cannot be completed within the schedule set forth under Section 3 above, it is the responsibility of the Consultant to notify District no later than ten (10) days prior to the completion date for the Services, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. For this Agreement, the completion date for Services is September 20, 2023. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
5. **Additional Services.** Additional Services are services in addition to the Services set forth in this Agreement that are provided by Consultant pursuant to a written request by the District. Additional Services will require a written request or pre-authorization in writing by District, subject to specific approval processes of such services, to the extent required by District and which may be further determined at the time District receives a proposed cost for the requested Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant’s discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
6. **Compensation and Method of Payment.** In exchange for Consultant’s services, District shall pay an amount to Consultant not to exceed the amount set forth in **Exhibit “A” – Compensation & Rate/Fee Schedule**, attached hereto and incorporated by reference herein. This Agreement is to be invoiced to the District in the form of Progress Payments. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice. If any expenses stated within Consultant’s invoice are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- a. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice.
7. **Responsibilities of Consultant:**
- a) Consultant shall perform all Services as indicated in this Agreement to the Satisfaction of District.
- b) The specific Services of Consultant to be performed shall be indicated in **Exhibit “D”**, attached to this Agreement.

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

8. Responsibilities of District.

- a) District will prepare and furnish to Consultant upon Consultant’s request, such information as is reasonably necessary to the performance of the Services required under this Agreement. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District’s possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the District’s Program Manager, Caldwell Flores Winters, Inc. (“Program Manager”). Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
- b) If requested by Consultant, District shall provide information as to the requirements and educational program for each project assigned by Agreement, including approved budget and schedule limitations.
- c) District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
- d) District shall, at its sole discretion, provide for the timely approval and execution of the Agreement, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

- 9. Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
- 10. Termination.** This Agreement and/or all or part of the Services contained herein may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a) District may terminate all or a portion of this Agreement, or the Services, without cause, at any time by giving ten (10) calendar days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b) District may terminate all or a portion of this Agreement, or the Services, for cause, in the event of a Default by giving written notice pursuant to Section 13 below; or
 - c) Consultant may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the District, if District fails to make any undisputed payment to Consultant when due and where such failure remains uncured for forty-five (45) calendar days after Consultant's written notice to District.
- 11. Similar or Identical Services.** In the event this Agreement, or any of the Services, are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District, and upon such terms and in such manner as District may determine appropriate.
- 12. Inspection and Final Acceptance.** District's acceptance of any work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions within this Agreement, unless otherwise expressly stated.
- 13. Default.**
- a) Failure of Consultant to perform any Services or comply with any provisions of this Agreement constitutes a Default. District may terminate all or any portion of this Agreement, or the Services, for cause, in the event of a Default. The termination shall be effective if (i) Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District; and/or (ii) if the cure by its nature takes longer, and thereby the Consultant fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and fails to diligently prosecute such cure to the satisfaction of District. If Consultant has not cured the Default, District may withhold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's rights at law and in equity, nor a waiver of any rights arising out of any provision of this Agreement.
 - b) In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate

of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of Agreement.

- 14. Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement (collectively and individually, the “Documents”) shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such Documents.
- 15. Use of Documents by District.** If and to the extent that District utilizes any Documents, for any purpose not related to this Agreement and/or the Project, Consultant’s guarantees and warranties related to Standard of Performance under this Agreement shall not extend to such use of the Documents.
- 16. Consultant’s Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant’s performance of Services pursuant to this Agreement for a minimum of four (4) years after termination or expiration of this Agreement, or longer if required by law. Such records shall include, at minimum, a detailed record of daily performance, staff time records, subconsultants’ time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.
 - a) Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of four (4) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.
 - b) Any and all such records or documents shall be made available for inspection, audit, and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit, and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant’s address indicated for receipt of notices in this Agreement.
 - c) District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
- 17. Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker’s compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all

of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes, since these taxes will not be withheld from payments under this Agreement.

- a) The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its officers, agents, and employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
- b) Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

18. Standard of Performance. Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement for California school districts in or around the same geographic area of District (the "Standard of Performance").

19. Confidential Information. All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential ("Confidential Information"). Consultant shall not release or disclose any such Confidential Information, Documents, or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential Information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with Confidential Information:

- a) Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the Services performed hereunder.
- b) District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

20. Conflict of Interest. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

- a) Bylaws of the Board 9270 BB and 9270 (BB) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

21. Compliance with Applicable Laws. In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any Board members, officers, officials, employees, agents, or volunteers of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a) Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with District’s pupils. Consultant must complete District’s certification form, attached herein as **Exhibit “C,”** prior to any of Consultant’s employees coming into contact with any of District’s pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

22. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by District.

23. Non-Discrimination. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 42 U.S.C. 2000e and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

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

25. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties, Services or obligations under this Agreement without the prior written consent of

District and approval by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

- 26. Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly. Any and all subcontractors utilized by Consultant under this Agreement and/or for the Project must maintain any required licenses or certifications.
- 27. District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District (the "Administrator"), provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.
- 28. Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement.
- a) Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.
- 29. Indemnification.**
- a) For all liability either found by a court of competent jurisdiction, or as agreed to by the Parties, other than that liability arising out of the professional services of Consultant as described in **Exhibit "D,"** Consultant agrees to indemnify, defend and hold harmless District and its Board members, officers, officials, employees, and agents ("Indemnified Parties"), from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts of any person or entity under the control of the Consultant and for any costs or expenses (including but not limited to attorneys' fees) incurred by District on account of any claim, except where such indemnification is prohibited by law. Consultant's indemnification obligation applies to District's active as well as passive negligence but does not apply to District's sole negligence or willful misconduct.
- b) For liability arising out of the performance of its professional services under this Agreement, Consultant agrees to indemnify, defend, and hold harmless District and its Indemnified Parties, from and against any and all claims, actions, losses, damages, judgments, and/or liabilities, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. In no event shall such cost to defend that is charged to the Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligation does not apply to District's sole negligence or willful misconduct.
- c) Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor or sub-consultant retained or employed by Consultant in the performance of this Agreement. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation

to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

 (Initials)

30. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "B"** and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Any Consultant subcontractors and/or sub-consultants must maintain the necessary insurance coverages as provided for in this Agreement, including but not limited to **Exhibit "B."**

31. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Karling Aguilera-Fort, Superintendent
Re: Rose Ave Reconstruction Project

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Sr. Program Manager
815 Colorado Boulevard, Suite 201
Los Angeles, CA 90041
Attention: Rick Ostrander
Telephone: (323) 202-2550
Email: rostrander@cfwinc.com

To Consultant: Construction Testing & Engineering, Inc.
2400 Celsius Avenue, Suite J
Oxnard, CA 93030
Attention: Tiffany Spain
Business Development
Telephone(805) 486-6475
Email: tiffany@cte-inc.net

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

32. Disputes. Except in the event of the District's failure to make an undisputed payment due the Consultant, notwithstanding any disputes between the District and Consultant hereunder, the Consultant shall continue to provide and perform the Services and authorized Additional Services pending a subsequent resolution of such disputes. Any and all disputes under this Agreement between the District and Consultant shall be submitted for resolution for non-binding mediation. If such disputes cannot be resolved through mediation, all remaining disputes shall be resolved by binding arbitration conducted under the auspices of AAA and the AAA

Construction Industry Arbitration Rules. The foregoing notwithstanding, as an express condition to the Consultant's commencement of arbitration proceedings hereunder, the Consultant shall comply with all applicable requirements of Government Code section 900, *et seq.*

- 33. Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
- 34. Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 35. Amendment.** No changes, amendments, alterations, or modifications of this Agreement shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 36. Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall remain liable to District in accordance with this Agreement for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement.
- 37. Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, or the Services, venue in state trial courts shall lie exclusively in the County of San Bernardino, California.
- 38. Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).
- 39. Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT

CONSTRUCTION TESTING & ENGINEERING, INC.

Lisa A. Franz
Signature

[Signature]
Signature

LISA A. FRANZ
Typed Name/Title

DAN MATH / PRESIDENT
Typed Name/Title

1-14-2022
Date

11-24-28
Date

Tax Identification Number: 93-0997190

EXHIBIT "A"

COMPENSATION & RATE/FEE SCHEDULE

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

Total Not to Exceed Fee = \$375,509.00

II. Consultant may utilize subcontractors as permitted in the Agreement. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

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

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the Agreement.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values ("SOV"), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District.

A. Acceptable back-up for billings shall include, but not be limited to:

a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.

b. Records for all supplies, materials and equipment properly charged to the Services.

c. Records for all travel pre-approved by District and properly charged to the Services.

d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Exhibit "A"

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

The total compensation for the Services shall be provided for in this Agreement.

V. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, or any of the Services pursuant to Section 10 or Section 11(a) of the Agreement, District will pay Consultant as provided herein for all Services and authorized Additional Services actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement as compensation for the Services completed, plus any authorized Additional Services and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate.

After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

Exhibit "A"

EXHIBIT "B"

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to District Superintendent and/or District's counsel, in full force and effect throughout the Term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

(5) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

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

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

(1) District, and its Board members, officers, officials, employees, agents, and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and abuse/molestation.

Exhibit "B"

The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its Board members, officers, officials, employees, agents, and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Exhibit "B"

EXHIBIT "C"

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

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

The Consultant's construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice ("DOJ") and have a proof of clearance in the form of an affidavit filed in the Needles Unified School District's ("District") Purchasing Office **prior to** the start of the work.

Education Code sections 45125.1 and 45125.2 require that criminal checks be completed for contractors who provide construction, janitorial, administrative, grounds and landscape maintenance, pupil transportation, food-related, or other similar services to school districts.

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

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

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

1. Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of work, a physical barrier at the Project site, which will limit contact between Consultant's employees and District pupils at all times (mandatory for all projects); AND
2. The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has a pending criminal proceeding for a felony or has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR
3. Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant whom the California DOJ has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Consultant's employees and its subcontractors' employees is:

Name: Dharmesh Amin

Title: Principal Engineer / Branch Mgr.

AND/OR

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

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

Date: 11-24-21

Proper Name of Consultant: Construction Testing + Engineering

Signature: 

By: Lisa Garcia

Its: Office Manager

EXHIBIT "D"

SCOPE OF SERVICES

Outlined in Construction Testing & Engineering, Inc.'s Attached Proposal, dated August 24, 2021

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES # _____

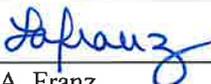
CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

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

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

Date: 1-14-2022

By: 

Lisa A. Franz
Director, Purchasing



A Universal
Engineering
Sciences
Company

Construction Testing & Engineering, Inc.

Inspection | Testing | Geotechnical | Environmental & Construction Engineering | Civil Engineering | Surveying

August 24, 2021

PR R21090

Attn: Rick Ostrander
Caldwell Flores Winters, Inc.
815 Colorado Blvd., Suite 201
Los Angeles, CA 90042
(323) 202-2545
rostrander@cfwinc.com

SUBJECT: NOT TO EXCEED PROPOSAL TO PROVIDE GEOTECHNICAL, MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

PROJECT: DSA #03-119284 ROSE AVENUE K-5 SCHOOL

LOCATION: 220 S. DRISKILL ST, OXNARD, CA 93030

Dear Mr. Ostrander,

Attached is our Not to Exceed proposal to provide geotechnical, materials testing, and special inspection services for the above project. Our estimate is based on review of the project plans and specifications provided. Our rates are based on State of California prevailing wage rates; if this were to change for any reason; CTE will adjust the rates accordingly. We have reviewed Addendum 3A-3B.

We are fully capable of providing all of the proposed services from our accredited facilities in Oxnard, California. While considering our proposal please keep in mind that all of our **rates include distribution of reports. No additional charges for local mileage or equipment will be added.**

Thank you for the opportunity to present this proposal. We look forward to working with you on this project. If you have any questions regarding this proposal or our capabilities, please contact Tiffany at 619-453-1393.

Respectfully,

CONSTRUCTION TESTING & ENGINEERING, INC.

State DIR - SB 845 Registration # 1000006116

Tiffany Spain
Business Development
tiffany@cte-inc.net

Dharmesh Amin, MS, PE, GE
Branch Manager

Rose Avenue K-5 School (Oxnard, CA)
Proposed Materials Testing and Inspection Services:

Service	Qty	Unit	Rate	Total
ACI Concrete Technician	160	hrs @	\$99	\$ 15,840
Concrete Batch Plant Inspection	160	hrs @	\$99	\$ 15,840
Floor Flatness/Levelness Test	14	hrs @	\$110	\$ 1,540
Reinforced Masonry Inspection	40	hrs @	\$105	\$ 4,200
Post-Installed Drilled Anchor Inspection	96	hrs @	\$105	\$ 10,080
Post-Installed Drilled Anchor Testing	96	hrs @	\$105	\$ 10,080
AWS/CWI - Field Welding & High-Strength Bolting	920	hrs @	\$105	\$ 96,600
AWS/CWI - Shop Welding & High-Strength Bolting	920	hrs @	\$105	\$ 96,600
Non-Destructive Testing Inspector - Field	96	hrs @	\$110	\$ 10,560
Non-Destructive Testing Inspector - Shop	96	hrs @	\$110	\$ 10,560
Concrete Mix Design Review	3	each @	\$200	\$ 600
Base Plate Grout Compression Testing	48	each @	\$22	\$ 1,056
Base Plate Grout Inspection	48	hrs @	\$105	\$ 5,040
Concrete Compression Tests	520	each @	\$22	\$ 11,440
Masonry Unit Compression Tests	12	each @	\$50	\$ 600
Masonry Unit Absorption Tests	12	each @	\$60	\$ 720
Masonry Composite Prism Tests - 8"x 8"x 16"	16	each @	\$95	\$ 1,520
Masonry Coring - 2 Man Crew	6	hrs @	\$240	\$ 1,440
Masonry Shear Tests	4	each @	\$60	\$ 240
Mortar Compression Tests	9	each @	\$22	\$ 198
Grout Compression Tests	16	each @	\$22	\$ 352
Sample & Tag Rebar	8	hrs @	\$105	\$ 840
Rebar Bend Test - # 11 Bar and Under	15	each @	\$35	\$ 525
Rebar Tensile Test - # 11 Bar and Under	15	each @	\$30	\$ 450
High-Strength Bolt (A325/A490) Tensile Testing	12	each @	\$80	\$ 960
High-Strength Bolt (A325/A490) Hardness Testing	12	each @	\$50	\$ 600
Sample Pickup	30	each @	\$50	\$ 1,500
Field Test Equipment (i.e., Skidmore, Torque Wrench, Air Meter, NDE Scope)	1200	hrs @	\$0	\$ -
Administrative Assistant	32	hrs @	\$0	\$ -
Project Management	32	hrs @	\$0	\$ -
Sr. Engineer Services	32	hrs @	\$130	\$ 4,160
Estimated Sub-Total Materials Testing and Inspection:				\$ 304,141

Proposed Geotechnical Testing Services:

Service	Qty	Unit	Rate	Total
Soils Technician (Compaction Test - Fine Grading, Over-Ex)	160	hrs @	\$99	\$ 15,840
Soils Technician (Compaction Test - Trench Backfill)	200	hrs @	\$99	\$ 19,800
Soils Technician (Compaction Test - Pavement SG / Base)	160	hrs @	\$99	\$ 15,840
Asphaltic Paving Inspection	32	hrs @	\$99	\$ 3,168
Footing Inspection - Engineer / Geologist	48	hrs @	\$110	\$ 5,280
Lab Maximum Density Test	6	each @	\$200	\$ 1,200
Expansion Index	3	each @	\$140	\$ 420
Soil Classification with Gradation and Atterburg	3	each @	\$245	\$ 735
Aggregate Conformance Testing (SA, SG, No. 200, Organic Impurities, Unit Weight)	3	each @	\$220	\$ 660
"R" Value Testing	2	each @	\$220	\$ 440
Asphalt Hveem Test	4	each @	\$165	\$ 660
Maximum Theoretical Density	4	each @	\$150	\$ 600
% Asphalt, Extraction	4	each @	\$150	\$ 600
Field Test Equipment (i.e., Nuclear Gauge)	552	hrs @	\$0	\$ -
Administrative Assistant	7	hrs @	\$0	\$ -
Project Management	7	hrs @	\$0	\$ -
Misc. Engineering Services	32	hrs @	\$110	\$ 3,520
Sr. Engineer/Geologist Services	12	hrs @	\$130	\$ 1,560
Cost Incured				\$ 1,045
Estimated Sub-Total Geotechnical Services:				\$ 71,368

Estimated Total Proposed Services Not to Exceed:	\$ 375,509
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NTE does not include OT or re-inspection.

Optional Services:

Service	Unit	Rate
Reinforced Concrete Inspection	hrs @	\$105
Rebar Inspection	hrs @	\$105

ASSUMPTIONS

- A construction schedule was not available for this estimate.
- Plans and specifications were on hand for this estimate.
- DSA form 103 was not available for this estimate.
- Assumes concrete and rebar inspections will be performed by IOR.
- No overtime is scheduled.
- No weekend work is scheduled.
- This budget estimate reflects realistic amounts of inspection and testing at a **Prevailing** wage inspection rate.
- The hourly rate reflects an anticipated start date of 2021.
- All work performed outside our scope of service will be invoiced per CTE 2021 Schedule of Fees.
- 8 (4 field-cured and 4 lab-cured) Concrete cylinders taken for each 50 Cubic Yards per specs.
- Costs of Final and As-Graded Reports, and Pad Certifications are covered under Engineer Services.
- **Patching of core is assumed to be performed by the contractor/client. Patching may be provided as an extra cost.

AUTHORIZATION FOR WORK TO BE PERFORMED

Should this scope of work, as described, meet with your approval, you may authorize the work to proceed by signing a copy of this proposal and returning it to our office. Should you believe that a modified scope of work may better meet your current needs, please contact our office. The attached CTE Standard Terms and Conditions shall govern this agreement.

GENERAL CONDITIONS

This will be a T&M based contract.

Client will be invoiced in accordance with CTE and State of California prevailing wage requirements, using a five day work week; all overtime will be billed at 1.5 times regular rate, until or unless double time rates apply. Additional services would be provided in accordance with our standard schedule of fees.

Please note that all inspector and technician rates may increase every July 1, commensurate with the State of California annual increase.

Late, same day, or show up time cancellations will be subject to a two-hour minimum charge, or actual time expended.

This proposal is a good faith estimate of project inspection and testing costs. Actual billing will depend on the actual construction schedule and re-testing requirements.

This quote is valid for at least 90 days from date on letter.

Printed Name
(Client, responsible for all payments, if not owner)

Authorized Signature

Title/Email Address

Phone Number/Date

Printed Name
(Owner, if different than client)

Authorized Signature

Title/Email Address

Phone Number/Date

CONSTRUCTION TESTING & ENGINEERING, INC.
STANDARD TERMS & CONDITIONS

1. **SCOPE OF AGREEMENT:** CTE's written proposal along with these Terms and Conditions contain the entire agreement ("Agreement") between CTE and its client ("Client") relating to the project and the services provided by CTE for the project. Client may negotiate the modification or elimination of any of these Terms and Conditions with CTE prior to signing the Agreement. By signing the Agreement and/or agreeing to receive CTE's services as described in the proposal, Client agrees to be bound by these Standard Terms and Conditions. Client agrees that it has been provided a copy of, read, and agrees to these Standard Terms and Conditions. Any prior discussions, negotiations, or representations not expressly set forth in the written proposal and these Terms and Conditions are not part of the agreement. CTE requires that all modifications to the scope of the proposal and these Standard Terms and Conditions be in writing and signed by both CTE and Client. CTE's lack of enforcement of any term, condition, or covenant shall not constitute a waiver of any such unenforced term, condition, or covenant, or CTE's right to insist upon future strict compliance with these Standard Terms and Conditions. If any term, condition, or covenant of these Standard Terms and Conditions is held to be invalid, void, or unenforceable, the remaining provisions of these Standard Terms and Conditions shall remain valid and binding on all parties.
2. **PAYMENT TERMS:** CTE shall submit monthly invoices for the work performed on the project to Client, and said invoices shall be due and payable upon receipt. No retention shall be held by Client. Client agrees that failure to timely pay these invoices is a material breach of the agreement. Client agrees that upon its failure to timely pay CTE invoices, CTE may suspend its work pending payment, and may elect to terminate without penalty the contract under which Client did not timely tender payment for services rendered. Client agrees that the periodic invoices are presumed to be correct, conclusive, and binding on Client unless Client notifies CTE in writing of alleged inaccuracies, discrepancies, or errors in the billing within ten (10) days after receipt of such invoices. Client agrees to pay a late charge of 1-1/2% per month on the unpaid balance commencing thirty (30) days after receipt of an invoice. In the event of any increase in the hourly rates charged for its testing, inspection, or engineering services specified by this agreement, CTE shall provide 30 days advance notice to Client of any such increase. Client shall have two (2) weeks in which to object to the increase, and any failure to timely object shall constitute an acceptance of the increase.
3. **CHANGES IN SCOPE OF WORK:** Client agrees that if it requests incidental or additional services not specified by the written proposal, it will pay CTE for such services based upon CTE's customary hourly or unit price rates for said testing, inspection, and engineering. In the event that changes are made to the plans and specifications for the project or Client modifies or alters the scope of its work, CTE shall be entitled to additional compensation to the extent that the change increases CTE's testing, inspection, or engineering services, or the duration of CTE's performance.
4. **TIME:** Client agrees that time is of the essence in connection with CTE's services, and that an extension or delay to CTE's performance duration shall result in increased costs to CTE. Client further agrees that any CTE extended performance duration or delay beyond that specified by the written proposal, and if none is specified by the proposal, by the initial approved construction schedule, shall justify additional compensation to CTE. Said additional compensation shall be based upon CTE's customary hourly, daily, or monthly rates or unit prices for its testing, inspection, and/or engineering services.
5. **PROJECT DELAY:** CTE is not responsible for project delay or damages resulting therefrom caused in whole or part by the activities of Client, contractor, or its subcontractors, or governmental agencies, or by factors beyond CTE's reasonable control, including but not limited to, delays caused by reason of strikes, accidents, acts of God, weather, or failure of Client to furnish timely information or approval of CTE's work. CTE shall not be responsible for any delays caused by the actions and/or omissions of governmental agencies including but not limited to the processing of building permits or Environmental Impact Reports. CTE shall only act as an advisor to its Client on any governmental relations or approvals.
6. **OWNERSHIP OF WORK-PRODUCT:** All documents, papers, drawings, testing data, or other work-product prepared by CTE ("CTE Work Product"), and copies thereof, shall remain the property of CTE and may not be used by or relied upon by other third parties without CTE's express written consent. Provided that Client pays for all services rendered in full, Client may rely upon the CTE Work Product for its intended purpose. In the event that Client fails to pay CTE for the services rendered, Client agrees to return all documents, papers, drawings, testing data, or other work-product prepared by CTE and not to use, lend, or otherwise authorize the use of said documents without CTE's written consent.
7. **MUTUAL COOPERATION:** CTE and Client agree to cooperate with each other in every way necessary in order to effectuate the intent of this Agreement. Client shall make available to CTE all information regarding existing and proposed conditions at the site, including but not limited to plot plans, topographic surveys, hydrographic data, and soil data including borings, field and laboratory tests, and written reports. Client shall provide and/or ensure that free access is provided to the site for all necessary equipment and personnel.
8. **TERMINATION:** CTE and Client each have the right to terminate, with or without cause, the Agreement upon ten (10) days written notice to the other party. If Client terminates the Agreement, CTE shall cease performance of all nonscheduled services. Notwithstanding the foregoing, CTE shall have no obligation to perform any services within five (5) days of the noticed termination date of the Agreement. Client shall be responsible for the payment of all services performed prior to the noticed termination date of the Agreement. If CTE terminates the Agreement, Client assumes all responsibility for substitute performance of all obligations memorialized in the Agreement. Under no circumstance shall CTE be responsible for consequential damages arising from the termination of the Agreement or any other cause. CTE and Client agree to a mutual waiver of any consequential damages.
9. **WARRANTY:** CTE warrants that it and its professionals are properly licensed to perform the services rendered. Client understands and agrees that CTE does not guarantee the completion, quality of work performed by others on the project, or that the construction work complies with the specifications, plans, or building codes. CTE makes no warranty, either express or implied, to its findings, recommendations, testing or engineering results, or professional advice except that its testing, inspection, and/or engineering work was performed pursuant to generally accepted engineering standards within the industry in effect at the time of performance and within the geographic location in which the work was performed. CTE makes no representations concerning the nature of any subsurface soil condition unless specifically provided in writing.
10. **EXCLUSION OF IMPLIED WARRANTIES:** There are NO IMPLIED WARRANTIES OF MERCHANTABILITY and NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE included with any products or materials incorporated into and/or utilized in connection with work performed by CTE. CTE expressly disclaims all IMPLIED WARRANTIES OF MERCHANTABILITY and WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.
11. **USE OF FINALIZED/APPROVED DOCUMENTS:** Client agrees not to use or permit the use by any other entity, any plans, drawings, or other construction documents prepared by CTE which are not signed by CTE or finalized. Client agrees to be liable and responsible for any such unauthorized use of unsigned plans, documents, or other construction documents not signed by CTE, and waives all rights and claims against CTE for their unauthorized use.
12. **NO FIELD DIRECTION:** Client understands that CTE's field personnel provide technical assistance to Client at the project site, and that CTE will not perform construction supervision, construction management, or otherwise direct or oversee construction or the work. Client shall inform all contractors and subcontractors that CTE is providing technical assistance and is not directing the work.
13. **CONSTRUCTION STAKING:** In the event that any construction staking provided by CTE is destroyed, damaged, or disturbed by Client, the contractor, its subcontractors, an act of God or any other party other than CTE, the cost of re-staking shall be paid for by Client as extra work.
14. **SAFETY:** Client agrees that in accordance with the generally accepted industry standards and practices, the construction contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this responsibility shall apply continuously and not limited to normal work hours, and that Client agrees to defend, indemnify, and hold CTE harmless from any and all liability, loss, or damage, real or alleged, in connection with accidents or injury on this project except to the extent caused by the sole negligence or willful misconduct of CTE.
15. **PROFESSIONAL LIABILITY:** CTE agrees to perform its testing, inspection, and/or engineering services in accordance with the written proposal, these Standard Terms and Conditions, and the custom and practice in the industry in place at the time the services were rendered, and in the geographic local in which the work was performed. Client understands and agrees that CTE performs testing and inspection services upon request by Client, and that unless Client specifically notifies CTE that particular testing and inspection is required, CTE assumes no responsibility to insure that any particular testing or inspection services are needed or performed. Client agrees to limit CTE's liability to Client and to all contractors and subcontractors on the project, in total, due to alleged professional negligence, CTE's acts, errors, or omissions, and breaches of contract, to the sum of Ten Thousand Dollars (\$10,000) or CTE's total invoiced and paid fee on the project, whichever is greater.
16. **CHOICE OF LAW/VENUE/DISPUTES:** The Agreement between CTE and its Client shall be governed by and construed in accordance with the laws of the State of California. CTE and Client agree that any such action arising out of the services provided by CTE shall be brought in the Superior Court of the State of California, County of San Diego.

November 2020

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 20, 2025

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #25-123 – California School Boards Association (DeGenna)

California School Boards Association provided facilitator Angelena Pride to lead a governance session focused on setting Board/Superintendent goals at the August 12, 2025 Special Board Meeting.

FISCAL IMPACT:

Not to Exceed \$4,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees ratify Agreement #25-123 with California School Boards Association.

ADDITIONAL MATERIALS:

Attached: [Agreement #25-123, California School Boards Association \(7 Pages\)](#)



GOVERNANCE CONSULTING SERVICES

August 8, 2025

Veronica Robles-Solis, Board President
Dr. Ana DeGenna, Superintendent
Oxnard School District

Enclosed is the contract for one more governance study sessions to be facilitated by CSBA consultant Angelena Pride on the following date(s): 8/12/2025

To begin preparations, including interviews with each member of the governance team, a fully executed contract is required. Once signed, please send a copy to Olivia Park at opark@csba.org. Upon receipt of the signed contract Angelena Pride will be notified to begin the planning process.

For each study session day, please ensure:

- the meeting room is arranged as indicated in the enclosed seating layout.
- two flip charts are available.
- light refreshments, if desired, can be provided to minimize interruptions during the study sessions.

Oxnard School District is responsible for ensuring the study sessions are posted and conducted in accordance with the Brown Act. Unless otherwise indicated, all governance study sessions must be held in open session. Therefore, please:

- Post agendas within the timelines required in statute.
- Allow public comment on all agenda items, except for closed session items.
- Clearly identify any closed session items.

If you have any questions, please contact Angelena Pride directly. If I can of any further assistance, feel free to contact me at (916) 669-3257. We appreciate the opportunity to support your governance team and look forward to working with you.

Respectfully,

Christopher Maricle
Christopher Maricle
Director, Training

Enclosures: Agreement for Consulting Services; Attachment A: Seating, Attachment B: Topics

California School Boards Association

AGREEMENT FOR GOVERNANCE CONSULTING SERVICES

THIS Agreement is made and entered into by and between the CALIFORNIA SCHOOL BOARDS ASSOCIATION, a nonprofit California corporation, hereinafter referred to as “CSBA” and Oxnard School District hereinafter referred to as “LEA.”

The scope of the Governance Consulting Services (“Services”) provided under this Agreement include training and information related to a Governance Workshop as described in greater detail in Attachment A, which is incorporated into this Agreement by reference.

To be eligible for the Services, the LEA must be a member in good standing of CSBA.

CSBA and LEA hereby agree as follows:

1. CSBA OBLIGATIONS

1.1 CSBA agrees to provide the Services which may include any of the following:

- a. conduct phone interviews with Participants as deemed appropriate by CSBA and LEA;
- b. conduct the Workshop (as described below) on August 12, 2025 and not later than June 30, 2026, as agreed to by CSBA and LEA;
- c. provide any course materials as determined necessary for the Services; and
- d. upon completion of the Services, provide summary materials to LEA describing the Services provided.

2. LEA OBLIGATIONS

2.1 LEA agrees to:

- a. ensure attendance by all board members and the superintendent (“Participants”) at the “Governance Workshop” (“Workshop”) which will be directed by CSBA for a duration of 12 pm – 5 pm;

- b. provide appropriate facilities and equipment (e.g., projector, screen, white board, etc.) for sessions during the Workshop; and
- c. provide necessary food and refreshments for Participants during the Workshop; and
- d. **notice the Workshop as a closed session for the Superintendent Evaluation.**

3. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- 3.1 In consideration for the Services, LEA agrees to pay CSBA a base fee (“Base Fee”) of \$3,700 for a one-day, interviews, and materials. Any additional workshop preparation hours due to rescheduling and/or reprogramming (e.g. additional interviews, additional research, modification to materials, etc.) will require an additional fee (“Additional Fee”) of \$100 per hour. All fees will be described and included in an invoice sent to LEA. The invoice for the Base Fee will be sent to LEA upon completion of the workshop. Invoices for any Additional Fees will be sent to LEA prior to the workshop and separately from the invoice for the Base Fee.
- 3.2 In addition to the Base Fee and any applicable Additional Fee, LEA agrees to pay reasonable travel expenses such as mileage, hotel costs, and per diem meal and incidental costs of CSBA. The invoice for reimbursement will be sent to LEA with the invoice for the Base Fee.
- 3.3 Payment of all fees is due within 30 days upon receipt of invoice from CSBA.
- 3.4 In the event that LEA cancels the workshop after it is scheduled, LEA agrees to reimburse CSBA for any travel expenses already incurred up to the time of the cancellation.
- 3.5 All communication related to payment of fees will be sent to the following LEA contact:

Lydia Lugo Dominguez, Executive Assistant

1051 South A Street

Oxnard, CA 93030

(805) 385-1501

llugodominguez@oxnardsd.org

4. CONTRACT TERMINATION

- 4.1 The terms of the Agreement shall terminate no later than June 30, 2026, or sooner if all provisions have been satisfied.
- 4.2 Unless otherwise terminated pursuant to this Agreement, CSBA or LEA may terminate this agreement without cause by giving thirty (30) days written notice to the other party.
- 4.3 Should CSBA default in the performance of this Agreement or materially breach any of its provisions, LEA may terminate this Agreement by giving written notification to CSBA.
- 4.4 Should LEA default in the performance of this Agreement or materially breach any of its provisions, CSBA may terminate this Agreement by giving written notification to LEA.

5. GENERAL PROVISIONS

- 5.1 Neither party will be responsible for delays or failure of performance under this Agreement resulting from acts of God, war, terrorism, strikes, pandemics or epidemics, failure of suppliers to perform, government regulations, executive orders, earthquakes, power failures, or other causes beyond the control of that party which render performance by that party impossible or commercially unreasonable.
- 5.2 All work products including intellectual property, such as trade secrets and copyrights, documents, records, files and supporting data accumulated, prepared, created and/or distributed by CSBA in the scope of performing the Services under this Agreement, or that are reasonably related thereto, are the property of CSBA. LEA shall not have or claim any ownership or proprietary interest in such work product and may only share with a third party with prior written CSBA consent.
- 5.3 No employer-employee relationship is created by this Agreement and neither party may act as an agent of the other.

5.4 For the purposes of communication between the parties not related to payment, the following shall be the representatives of the parties:

Veronica Robles-Solis Board President Oxnard School District (805) 385-1501	Dr. Ana DeGenna Superintendent Oxnard School District (805) 385-1501	Amy Christianson Chief, Member Services CSBA (916) 669-3293
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5.5 This Agreement will be governed and construed according to the laws of the State of California.

5.6 The terms of this Agreement may be modified only by a written agreement signed by both parties.

5.7 This Agreement is the entire agreement and supersedes any oral or written agreements previously entered into concerning the Services.

5.8 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument

LEA

BY:  DATED: 8/12/25
Veronica Robles-Solis, Board President

BY:  DATED: 8/12/25
Dr. Ana DeGenna, Superintendent

CALIFORNIA SCHOOL BOARDS ASSOCIATION

BY:  DATED: 8/8/25
Amy Christianson, Chief, Member Services

Attachment A: Governance study session topics

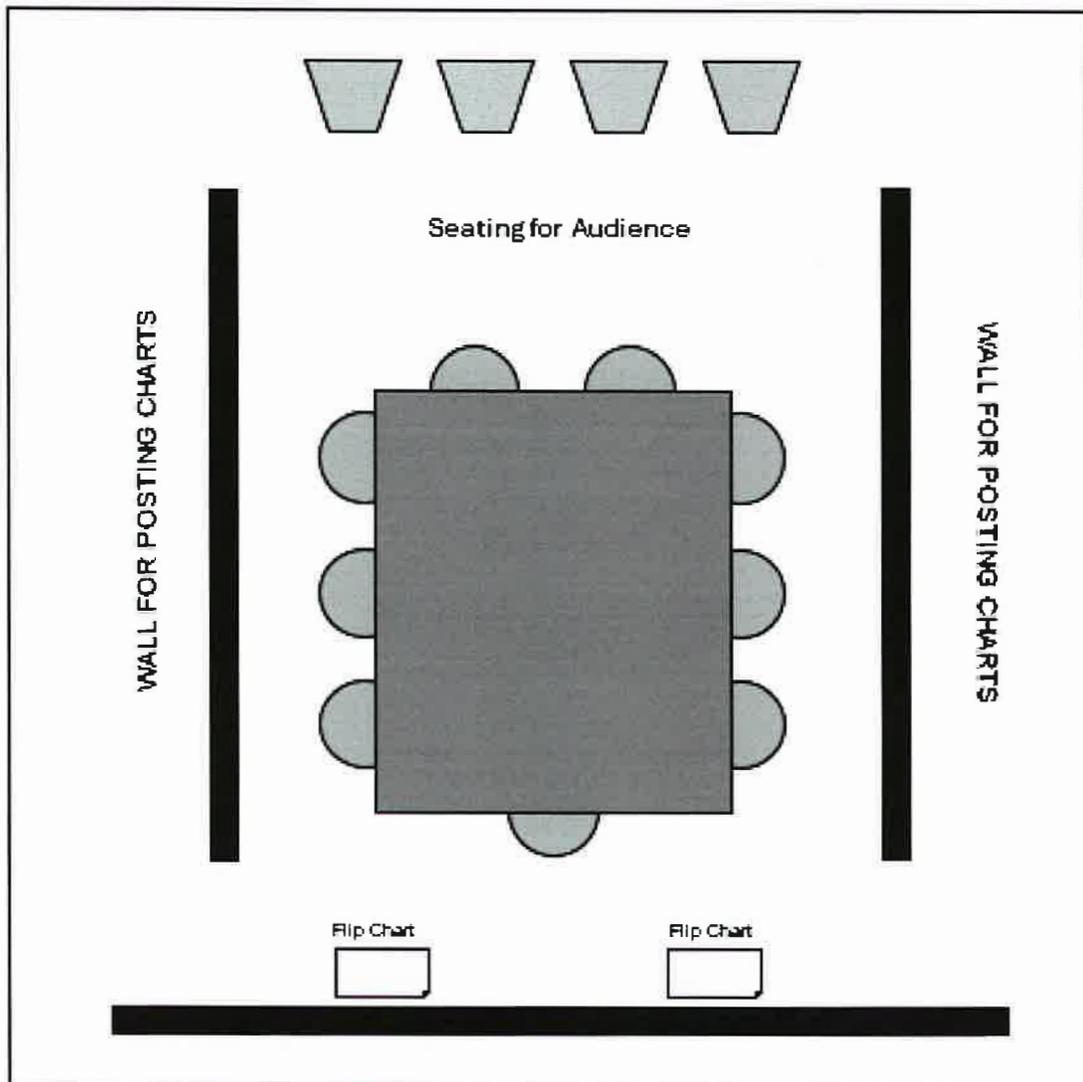
Goals:

- Review Strategic Plan
- Align Board and Superintendent Goals to Strategic Plan
- Discuss the Board's role with the goal development
- Review superintendent evaluation tools

Objectives:

- Understanding of the strategic plan
- Understanding of the goals on which the superintendent will be evaluated on
- Discuss the goals that the superintendent and board will use for the current school year and evaluation process

Attachment B: OPTIMAL SEATING ARRANGEMENT



CSBA Governance Team Workshop Sessions

CSBA governance team study sessions involve considerable brainstorming by participants and extensive recording by the consultant. It is important to have ample wall space for posting charts so that all work is visible to the group throughout the workshop. This enables the group to continue to build on previously stated ideas.

For all governance study sessions held in open session, consideration should be given to seating for any members of the public who might choose to attend.

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: August 20, 2025

Agenda Section: Section C: Consent Agenda

Approval and Adoption of the June 2025 Semi-Annual Implementation Program Update as an Adjustment to the Enhanced Master Construct Program (Pifko/Bennett/CFW)

At the August 12, 2025, Special Board meeting, the Board received the June 2025 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program (Program) and received a detailed presentation by CFW.

The June 2025 Report provides the 25th semi-annual update to the Enhanced Master Construct Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Board in 2016 with the Enhanced Master Construct Program adopted by the Board in June 2022. It reflects the status of the Program since the last December 2024 six-month update (adopted by the Board in January 2025) and the time of this document’s publishing in June 2025. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

FISCAL IMPACT:

The Enhanced Master Construct Program includes the use of general obligation bond authorizations, available local developer fees, and State modernization and new construction grants as previously approved by the Board. The update includes the integration of the Enhanced Master Construct Program adopted by the Board in June 2022. Previous phases include a total estimated sources and uses of approximately \$265.3 million with an estimated ending program balance of \$856,484. Approximately \$308.5 million is estimated in costs across all selected school sites for remaining facilities improvements and for remaining land acquisition COP payments. An additional Program Reserve of \$35 million is recommended. The total integrated budget includes \$343.5 million in remaining estimated project improvements to be funded over the proposed remaining phases.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. (CFW), that the Board accept and adopt the June 2025 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program and that the Board direct staff and CFW to proceed with the adjustments to the Program for immediate implementation.

ADDITIONAL MATERIALS:

Attached: [June 2025 Semi-Annual Implementation Program Update Report \(57 pages\)](#)



June 2025



Semi-Annual Report to the Board of Trustees

OXNARD
SCHOOL
DISTRICT

ENHANCED MASTER CONSTRUCT PROGRAM





Caldwell Flores Winters, Inc.

1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

2163 Harbor Bay Parkway
Alameda, CA 94502

521 N. 1st Avenue
Arcadia, CA 91006

For:

Oxnard School District

1051 South A Street
Oxnard, CA 93030

Board of Trustees

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

District Administrators

Dr. Ana DeGenna, Superintendent
Dr. Aracely Fox, Assistant Superintendent of Educational Services
Dr. Scott Carroll, Assistant Superintendent, Human Resources

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PROGRAM SUMMARY

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the 25th semi-annual update to the Enhanced Master Construct Program. The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Oxnard School District Board of Trustees (“Board”) in 2016 with the Enhanced Master Construct Program (“Program”) adopted by the Board in June 2022. It reflects the status of the Program since the last December 2024 six-month update adopted by the Board in January 2025. The report provides program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

The District continues with the implementation of the strategic plan, Oxnard EMPOWERS (Excellence through Multilingualism, Possibility, Opportunity, Equity, Respect and Scholarship) to align all District educational programs, initiatives, and decisions to improve student achievement. The classroom physical environment needs to support teachers as they make these instructional shifts to provide the opportunities for students to engage in hands-on meaningful and authentic learning activities.

Transition planning continues for the active modernization projects at McAuliffe and Ritche to ensure a smooth move from one classroom to another. Meetings continue with the District and CFW to determine what has been accomplished and what remains to be done. Transition Plans have been developed for Rose Avenue and Marina West. Meetings for Rose Avenue began in April. The Transition Plan meetings for Marina West will begin June 2025.

The Program has led to the design of eight new schools, the construction of six schools to date with the completion of the seventh school expected to be available for occupancy in fall 2025. In addition, it has led to the construction of three Early Childhood Development Centers (ECDC), with one commencing construction and one additional ECDC in design, the acquisition of 2 school sites, and the current modernization of two elementary schools. It has also provided for the expansion of construction of TK/K and special education “flex-facilities” at four elementary school sites, and 21st Century science labs at select schools.

The District is now actively planning to reconstruct Fremont Academy and Dr. Lopez Academy campuses, provide 21st Century classroom improvements and reconstruct select support facilities to maintain equity, and construct additional transitional kindergarten and early childhood education classrooms over time at select school sites throughout the District. Below is a summary of the status of projects under management and a description of milestones achieved during this period:

- **Fremont Academy** - Received final approval from the California Department of Education (CDE) in February. Submitted the construction drawings to the Division of the State Architect (DSA) in January 2025 with DSA approval is expected in July 2025
- **Ritchen Elementary** - Commenced construction in January 2025 on Phase 1 of the four phase project. Phase one completion for occupancy is anticipated for summer of 2025. It is anticipated that matching State grants will be received by the end of 2025
- **Driffill ECDC** - Moved into the buildings over the 2024-25 winter break. The project is now in the process of being closed out with the DSA
- **McAuliffe Elementary** - Commenced construction in March 2025. Phase 1 of the four phase project is anticipated for completion in the summer of 2025. It is anticipated that the matching grants will be received by the end of 2025
- **Marina West ECDC** - Commenced construction that will occur in two phases. Phase one to be completed by September 2025. Following relocation of the third party pre-school program into the new facilities, phase two will begin with overall completion in the spring of 2026
- **Dr. Lopez Academy** - Continued design activities and selected the lease leaseback firm for preconstruction services
- **Lemonwood and Marshall** - Both changing room projects are currently in design with an anticipated submittal date to DSA and CDE of June 2025
- **Rose Avenue Elementary** - Anticipated to be ready for occupancy for 2025-26 school year
- **Rose Avenue ECDC** - Project is pending DSA approval and construction planned for later phase

Over the next six months, construction of the Marina West ECDC, Ritchen, and McAuliffe will continue, Rose Avenue will be occupied, Fremont reconstruction project will receive DSA approval, and Dr. Lopez reconstruction project will be submitted to the DSA for review. It is also anticipated that designs for the Lemonwood and Marshall changing room projects will be completed and submitted to DSA.

Proposed funding for the Program continues to include the use of general obligation bond authorizations, available local developer fees, and State modernization and new construction grants as approved by the Board. Based on the adopted Enhanced Master Construct Plan approved by the Board, approximately \$308.5 million is estimated in project costs across all selected school sites for remaining facilities improvements. In addition, a Program Reserve of \$35 million is recommended to accommodate unforeseen events including soil and site conditions, variations in costs, additional agency requirements, and changes in codes and building requirements.

It is recommended that the Board:

- Accept and adopt this semi-annual update to Enhanced Master Construct Program
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board

EDUCATIONAL PROGRAM

The District continues with the implementation of the strategic plan, Oxnard EMPOWERS (Excellence through Multilingualism, Possibility, Opportunity, Equity, Respect and Scholarship) to align all District educational programs, initiatives, and decisions to improve student achievement which is defined by the Student Profile adopted by the Board in 2021, and the Standards of Excellence that were defined in 2022. Student success is defined by the Student Profile which is a list of attributes of a successful person: being an innovator, problem solver, achiever, global thinker, collaborator, digital learner, and focused on the future. The goal is for students to leave the District with mastery of the Student Profile attributes to ensure success in high school and beyond. All staff, both classified and certificated, are expected to organize learning activities in ways that result in students achieving competency in these domains. This has required shifts in the instructional methodologies used in the classroom and use of research-informed practices that accelerate student learning. The classroom physical environment needs to support teachers as they make these instructional shifts to provide the opportunities for students to engage in hands-on meaningful and authentic learning activities.

The focus for implementing Oxnard EMPOWERS is on expanding the professional capacity of the staff through implementing high leverage practices: safe and caring environments, student identity, prior knowledge, curriculum and pedagogy, teaching from transfer, actionable feedback, and family engagement. Each of the subgroups has identified implementation priority focus, the current metrics used to indicate progress, and establishing new “clarity” proposed metrics. Clarity (from Parseceducation) is the new platform the District has selected to help them determine their progress with the implementation of EMPOWERS high leverage practices. It will help the District answer three questions: How much did we do? How well did we do it? and Who was involved? Clarity helps the District to capture both qualitative and quantitative data to be used in making future decisions to support student achievement.

The District desires to have the Enhanced Master Construct Plan aligned to Oxnard EMPOWERS. The learning environment and school culture is one of the five goals of the plan, and it is aligned with the value and principle #2: create and maintain safe, affirming, equitable, and enriched culturally and linguistically sustaining multilingual learning environments of high intellectual performance across all content areas and in all areas needed for 21st century success. There are two actions for Goal #2: (2.5.1) Continue to evaluate and improve implementation of the Enhanced Master Construct Plan, aligning it to Oxnard EMPOWERS; and (2.5.2) Transform OSD campuses as up to date, inviting, aesthetically pleasing, and engaging campuses that by their appearance and design promote school pride among staff, students, and families, and communicate clear behavioral expectations for students and staff. District staff is now developing the metrics by which they will determine improvement to action 2.5.2 transforming OSD

campuses as up to date, inviting, aesthetically pleasing and engaging to promote school pride. These metrics will be entered into Clarity and staff will then track implementation of the action.

To provide learning opportunities for students to master the student profile, students will need to be engaged in classroom activities that require them to solve real problems, work creatively and collaboratively, analyze information, think critically, communicate effectively, and be innovative. While coupled with research-informed practices that accelerate student learning such as designing authentic inquiry learning, organizing small group learning, engaging students in creating authentic products working with authentic texts as well as cognitively complex tasks, providing students opportunities to engage in self-assessment and evaluation, welcome errors as learning growth opportunities, provide useful and actionable feedback, and provide deep enrichment approaches and content, classrooms must have materials and equipment to support these instructional shifts.

For example, technology in the classroom can be used to support working in small groups around authentic texts or seeking additional information needed for a project. It can also be used for students to share their work with others via the monitors in the classroom to obtain feedback for improving their work. Students can also meet with experts in an area of study via an internet meeting. Having multiple whiteboards around the classroom can support students working in small groups at the whiteboard, and then having students participate in “wall walks” in which groups walk around the room, stopping at each group’s work and providing written feedback on the markerboard. Students use this feedback to improve their work. The classrooms that have mobile and flexible student desks and chairs provide an environment in which the furniture can be moved quickly and easily to create large open spaces for students to use to create projects, or make a project “do something”, or to engage in a performance or simulation. When needed, the furniture is then quickly moved into smaller student work groups or to create a circle for a class meeting. The classrooms and other learning spaces must be designed and organized to support the pedagogy needed to help students achieve the attributes identified in the student profile. Students must be given opportunities to collaborate, innovate, solve problems, and be a digital learner; and the classroom must provide the needed support. Creating learning environments of enrichment and not remediation with the goal of empowering students will provide opportunities for high academic achievement. Creating learning environments that promote flexibility and mobility thus allowing the students the ability to collaborate and problem solve together, using technology as a tool for enhanced research and learning is in alignment with Oxnard EMPOWERS.

2.1 TRANSITION PLANS

The District and CFW meet regularly to discuss the potential impact of facilities improvements on the educational program at school sites scheduled for improvements. Specifically, transition meetings are held to coordinate construction activities with movement of students, teachers, and staff. Activities include packing up and moving instructional materials, assigning temporary instructional spaces during construction, establishing safe paths of travel on campus, and organizing teacher and staff training following the completion of the improvements.

Transition planning meetings are currently being held for the Rose Avenue Elementary Reconstruction project and the modernization projects at Ritche and McAuliffe.

The modernization projects began at Ritche in January 2025 and McAuliffe in March 2025. Students were successfully moved into interim housing on each of their school sites. The second phase of modernization for both schools will begin in June 2025 as soon as school ends for this year. A detailed sequence of moves has been outlined for both schools that identifies the phases of construction, the classrooms in each phase as well as the interim housing for that classroom, and the final permanent location for the class as well as transition plans for Phase 1, 2, 3 and 4 at McAuliffe and Ritche. These plans detail the actions that must be taken to ensure a smooth move from one classroom to another. Meetings continue to be held every other week with a team of individuals from the District as well as CFW staff to determine what has been accomplished and what remains to be done. Barriers are identified and solutions are found for each of the items on the transition plan. It is anticipated that both McAuliffe and Ritche will be fully modernized for the beginning of the school year 2026.

A comprehensive transition plan has been developed for Rose Avenue. The new campus buildings are currently scheduled to be completed in July 2025 and the transition plan outlines the steps required to open the school for students for the 2025-26 school year. Meetings for Rose Avenue began in April and are held on a regular basis. The focus of the meetings is currently on the movement of instructional materials into the new campus and the commissioning of the new kitchen. Similar to previous moves, staff will be requested to pack up all the classrooms in the old campus at the end of the school year and the District will coordinate the move to the new campus.

FACILITIES PROGRAM

The Board adopted the Enhanced Master Construct Program in June 2022, and further funded the facilities program with the successful passage of Measure I in November 2022. The enhanced Program builds upon the original Master Construct Program commenced in 2012 under Measure R and further expanded with the passage of Measure D in 2016. The District has adopted specifications for 21st Century Learning Environments to guide the reconfiguration and improvement of its K-5, K-8 and 6-8 school facilities in phases over a 15-year period. The overall goal is to reconstruct older schools, improve or replace support facilities, extend the overall educational program to 4-year-old students, and replace portable classrooms with permanent facilities wherever possible. To date, the Program continues to be subject to Board review and adjustment as needed on a semi-annual basis. The Program is also subject to annual independent financial audits from District auditors and from the various independent citizens' oversight committees as to actual and planned program expenditures. To date, there have been no negative findings from the District's auditors or oversight committees as to the positive performance of the program.

During this period, the facilities component of the Enhanced Master Construct Program has led to the design of eight new schools, the construction of six schools to date with the completion of the seventh school expected to be available for occupancy in fall 2025. In addition, it has led to the construction of three Early Childhood Development Centers (ECDC), with one commencing construction and one additional ECDC in design, the acquisition of two school sites, and the design and approval of two elementary schools for modernization. It has also provided for the expansion and construction of TK/K and special education "flex-facilities" at four elementary school sites, and 21st Century science labs at select schools.

The Enhanced Master Construct Program further identified the need for additional improvements. Brekke, McAuliffe, Ritchen, and Ramona schools are in need of equivalent 21st Century classroom improvements and reconstruction of select support facilities. Driffill, Chavez, Kamala and Curren K-8 schools need similar 21st Century improvements to classrooms, and upgrade or reconstruction of support facilities. The K-5 component of Marshall school is also in need of 21st Century upgrades. At the middle school level, Frank needs 21st Century upgrades throughout its existing facilities. Fremont and Lopez are now old, have met their useful life, and in need of replacement to meet the planned level of enrollment. Fremont and Lopez are in the design phase. Additional TK/K/SDC and ECDC facilities are needed to fully meet the District's enrollment and state standards.

The following section provides an update of projects that have been completed, projects under way, and a summary of projects remaining to be undertaken in future phases. These components are then carried

over for further consideration in the Master Budget, Schedule and Timeline recommendations in Section 5 of this report.

3.1 COMPLETED PROJECTS

Completed projects include improvements to kindergarten facilities at Ritchen, Brekke, and McAuliffe schools, construction of science labs at Chavez, Curren, Kamala, Dr. Lopez Academy, and Fremont schools and the initial deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school. Five new 21st Century schools were constructed at Harrington, Elm, Driffill, Lemonwood, and McKinna to replace the prior obsolete facilities. A new 12 classroom building serving grades 6-8 was completed at the prior Marshall elementary school to create the newest K-8 school. New TK/K/SDC “flex” classrooms at Brekke, McAuliffe, Ritchen, and Ramona elementary schools were completed, as well as ECDC facilities at Lemonwood and Harrington elementary schools with additional facilities complete at Driffill. The District has completed the land purchase of the new Seabridge elementary school site and the Doris/Patterson elementary and middle school sites. Design approval from the Division of State Architect (DSA) and California Department of Education (CDE) for the new Seabridge K-5 elementary school has been achieved. Funding for the projects to date has been from various sources including Measure “R”, Measure “D”, Measure “I”, developer fees, and State grant funding.

3.2 PROJECTS UNDERWAY

The following sections provide further detail on the status of projects summarized above and expected outcomes over the next six months.

3.2.1 ROSE AVENUE ELEMENTARY RECONSTRUCTION

The Rose Avenue Reconstruction project includes a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. This project is being constructed in two (2) phases. Phase 1 construction related to the campus buildings and on-site improvements is nearly complete with “punch list” items and corrections underway. The second phase will consist of the demolition of the existing campus and the construction of new play areas and fields.

The new facilities are currently on schedule for occupancy during summer 2025 and to be opened for the 2025-26 school year. The District and CFW continue to oversee the contractor’s efforts to complete the remaining work to be performed. Work over the past six months focused on off-site improvements requested by the City of Oxnard as well as corresponding modifications to on-site connections and site grading. The major improvements underway include modifications to the connections for the fire water service, domestic water service, sewer and storm drainage. The commissioning of systems including HVAC and domestic water lines and fixtures continues. The school’s kitchen is ready for inspection and certification by the County health department. Once the new school buildings are occupied by the District, the old school will be vacated, and the contractor will proceed with Phase 2 of the project which consists of the demolition of the old campus and installation of the play fields. That work is anticipated to be completed at the end of 2025 and will not require additional City improvements.

In February 2025, the Board approved the establishment of a \$7.5 million allowance to be used to fund the additional work required by the City of Oxnard and to cover the costs of delays encountered during the prolonged City approval process. Allocations from this allowance are subject to Board approval and requests by the contractor for funds from the allowance are reviewed by the Architect of Record, Inspector of Record, and CFW. A recommendation is then made to the District for approval. A budget adjustment of \$7.5 million is reflected in the Master Budget and the “all in” budget for the Rose Avenue project has been adjusted to \$58.6 million



Rose Avenue Elementary School Construction Progress

3.2.2 RITCHEN ELEMENTARY MODERNIZATION

The Ritchen modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM and piano labs, and upgrades the MPR and library to comply with the District’s vision and specification for classrooms and student support facilities. The improvements in the library also provide for the inclusion of two breakout rooms. Interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, as well as data and other technology upgrades. The project scope above has received DSA and CDE approval.

Construction commenced in January 2025 on Phase 1 of the four-phase project. Work over the last six months included the demolition of classroom interiors and the installation of new flooring and wall finishes. Modifications to the classroom interiors include the installation of sliding markerboards, audio visual systems, and storage. The first phase of improvements is scheduled to be completed during the upcoming summer and the overall project is scheduled to be completed by the beginning of the 2026-27 school year. The District has a pending State aid application for matching modernization grants for this project. It is anticipated that the matching grants will be received by the end of 2025.

The current Board approved “all in” budget for the Ritchen project is \$10.5 million. No budget adjustments are recommended at this time. Future budget adjustments will be recommended for added site security measures and unforeseen conditions encountered during demolition.



Ritchen Elementary School Construction Progress

3.2.3 MCAULIFFE ELEMENTARY MODERNIZATION

The McAuliffe modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM Academy and piano labs, and improves support spaces to comply with the District’s vision and specification for 21st Century K-5 classrooms and support school facilities. Upgrading the library into a Media Center is proposed which provides for the inclusion of two breakout rooms. The repurposing of two adjacent supply rooms into administrative and counselor space is also provided. Other interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical systems, and furnishings, as well as data and other technology upgrades consistent with those available at similarly reconstructed schools, where possible. The project has received approvals from both DSA and the CDE.

The proposed Guaranteed Maximum Price (GMP) contract amendment was presented to the District’s Board in February 2025 to provide the required construction services. Construction commenced in March 2025. Phase 1 of the four-phase project is anticipated for completion in the summer of 2025. Overall project completion is anticipated for the summer of 2026. The District has a pending State aid application for matching modernization grants for this project. It is anticipated that the matching grants will be received by the end of 2025.

The current Board approved “all in” budget for the McAuliffe project is \$9.3 million. An approximate \$400,000 budget increase to the McAuliffe modernization project is recommended to accommodate added site security measures.



McAuliffe Elementary School Construction Progress

3.2.4 DRIFILL ECDC

The ECDC project at Drifill includes the construction of 10 PS/TK/K classrooms. The District received a matching grant award from the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program to construct the classrooms. The approved application included four classrooms for PS, four classrooms for TK, and two classrooms for K grades to assist in the creation of an Early Childhood Development Center for the benefit of district wide use. All classrooms are designed to be Title 22 and Title 5 compliant. A new playground was also provided.

The District moved into the buildings over the 2024-25 winter break. The project is now in the process of being closed out with the DSA. The current Board approved “all in” budget for the Drifill project is \$9.9 million. No budget adjustments are recommended at this time.

3.2.5 MARINA WEST ECDC

The ECDC project at Marina West includes the construction of 10 PS/TK/K classrooms. The District received a matching grant award from the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program to construct the classrooms. The project has received approval from the CDE and DSA.

Construction of the new facilities is underway and will occur in two phases to accommodate the third-party preschool program currently occupying some of the buildings to be replaced. The first phase will demolish the existing portable classrooms on Carob Street and construct six new modular classrooms. The second phase will demolish the remaining buildings on the site and construct the remaining four classrooms. Demolition of the phase one facilities began in April of 2025. Site construction began in May 2025. Phase one construction is scheduled to be completed by September 2025. Following relocation of the third party pre-school program into the new facilities, phase two will begin with overall project completion estimated for the spring of 2026.

The current Board approved “all in” budget for the Marina West project is \$10.8 million. No budget adjustments are recommended at this time.

3.2.6 FREMONT ACADEMY

The Fremont Academy reconstruction project includes constructing a new middle school facility on the open space portion of the existing site along H Street, but away from Glenwood, maintaining the operation of the existing facility during construction of the replacement school and replacing it thereafter with improved open and recreational space for school and community use. The reconstructed school includes multi-storied classroom buildings to serve an initial population of 750 students, including general purpose classrooms, an academy room, special education rooms, science labs, an art lab, and a band/orchestra room. Teaching support and administrative spaces, and library facilities are also planned. A gym/multipurpose facility, a lunch shelter, as well as student and staff restrooms would be provided. Parking and student pick up/drop of areas would be provided off H Street which would become the entrance to the new facility.

The team continues efforts in coordination with the City of Oxnard, So Cal Edison, and the Gas Company to refine utility connections, site access, and other off-site improvements for the new campus. SoCal Edison and the Gas Company have met with representatives of the LLB contractor on site to review connection points and temporary service locations. The architect’s and LLB contractor’s updated cost estimate have been received and reviewed. project received final approval from the California Department of Education (CDE) in February 2025. The project was submitted to the Division of the State Architect (DSA) in January 2025. DSA approval is expected in July 2025.

The current Board approved “all in” budget for the Fremont project is \$65.8 million. No budget adjustments are recommended at this time; however, a modification to the educational specifications is recommended to adjust the overall composition of the new campus to better reflect the anticipated enrollment at the site. The Fremont campus, and the District as a whole, continues to experience substantial decreases in enrollment. Based on the current enrollment trends, it is recommended that two classroom-sized spaces be removed from the scope and the corresponding programs be located elsewhere on campus. In addition, two RSP rooms and two administrative offices are recommended to be consolidated into existing spaces. The overall reduction to the project would be approximately 3,000 square feet.

3.2.7 DR. LOPEZ ACADEMY OF ARTS AND SCIENCES SCHOOL

Dr. Manuel M. Lopez Academy of Arts and Sciences (Dr. Lopez) was originally built in 1954 and after nearly 70 years of service has been deemed to need replacement by previous reviews and considerations by the Board. The reconstruction strategy for the project will implement a two-story campus and accommodate up to 750 students over 2 phases to allow for use of the existing facility during Phase 1 construction with job site access from Wooley across the existing bus facility. During Phase 2, interim parking on the designated rear hardscape area is provided while the existing site is demolished, new permanent parking area and tennis courts constructed, and hardscape area restored for student use upon completion.

Proposed facilities include 24 general purpose classrooms, a piano lab, 6 dedicated special education classrooms, an opportunity classroom, 4 science labs, an art lab, plus a band/orchestra room, lunch shelter, and necessary support, administrative, library, and MPR facilities. Parking and student pick up/drop off areas would be included on site with access from Hill Street. The major orientation of the new school would begin with a new parking area from Hill to the north along the western edge to the approximate mid-point of the site where the new structures would be constructed, surrounded to the north, west and southwest by play fields and play areas available for school and community use.

The project is currently in the design phase. Interviews with responsive lease leaseback firms occurred in February 2025. The most qualified contractor was approved by the District’s Board in April 2025. Professional services in preparation for project design have been completed and forwarded to the design team for project incorporation. The project design is on-going to ensure conformity with District specification and budget. The architect submitted the schematic plans to the City for comments who have presented the Architect with a comprehensive list of requirements by the City to be addressed. These comments and required site adjustments are in the process of being incorporated into the project scope.

The current Board approved “all in” budget for the Dr. Lopez project is \$69.7 million. No budget adjustments are recommended at this time.

3.2.8 ROSE AVENUE ECDC

Pursuant to the adopted Enhanced Master Construct Plan, a separate new Early Childhood Development Center (ECDC) is to be constructed at the existing Rose site. The ECDC would be located at the northwest corner of the site where the three current kindergarten classrooms (Rooms 501, 502, and 503) are located. These facilities will be modernized and incorporated with three new Title 5 classrooms to establish the new ECDC facility. The existing play area will be upgraded like the option utilized for the creation of the Harrington ECDC and would be improved or maintained as required to serve the needs of these students.

The project has been submitted to the DSA for review under two applications. One application has been approved with the second application pending approval. The current Board approved “all in” budget for the Rose Avenue ECDC project is \$4.9 million. No budget adjustments are recommended at this time. Construction of the project is planned to commence once all the improvements at the new Rose Avenue Elementary School have been completed.

3.2.9 LEMONWOOD & MARSHALL K-8 CHANGING ROOM PROJECT

During the construction of Lemonwood and Marshall K-8 schools, the District modified the physical education (PE) program to be implemented at each of the K-8 schools. It was decided that middle school aged students would dress-out for PE class. This change required a modification to each of these school sites resulting in the adaptation of designed spaces to accommodate changing rooms and storage lockers. The District has requested that the changing room facilities at each site be further expanded to better accommodate the educational program. The Lemonwood project includes expanding the changing rooms

in the multipurpose building and the Marshall project includes expanding the existing changing rooms. Both projects are currently in design with an anticipated submittal date to DSA and CDE of July 2025.

The current Board approved “all in” budget for the combined projects is \$2.5 million, at \$1.25 million each. No budget adjustments are recommended at this time.

3.3 PROJECTS REMAINING TO BE UNDERTAKEN

Based on Board approval of the Enhanced Master Construct Plan, the following projects are proposed to be undertaken pursuant to the Master Schedule, Budget and Sequencing provided in Section 5 of this report.

3.3.1 BREKKE K-5 SCHOOL

Existing facilities at Brekke need improvements, including the repurposing of certain facilities to accommodate district K-5 specifications for 21st Century upgrades. Twenty-six permanent classrooms (including 3 SDC and 1 intervention room) and the MPR are proposed to receive 21st Century upgrades. Similar improvements are proposed to the library with additional interior improvements to accommodate a breakout room and a 480 square foot Maker’s room. One additional classroom will receive limited upgrades, where applicable, including furnishings, to account for previously completed modernization improvements at that room. The repurposing of two existing classrooms for a STEAM Academy and a piano lab is also proposed. Existing administrative spaces are also proposed for 21st Century upgrades to furnishings and improvements to the lobby and reception area.

Additional improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, data and other technology upgrades and the removal of portable classrooms. Brekke will have 29 classrooms following the modernization project of which three classrooms are proposed for kindergarten classrooms and three for TK. The existing permanent classrooms at Brekke are eligible for State modernization grants.

3.3.2 RAMONA K-5 SCHOOL

Existing facilities at Ramona need improvements, including the repurposing of certain facilities to accommodate district K-5 specifications for 21st Century upgrades. Twenty-four permanent classrooms (including 2 SDC and 1 Intervention room) are proposed to receive 21st Century upgrades to comply with the District’s vision and specification for 21st Century K-5 classrooms as well as improvements to the MPR and library spaces. In addition, the library is to be expanded into the adjacent current computer lab to accommodate a maker’s space and a 480 square foot RSP program space. Limited upgrades to the administration areas are proposed including 21st century furnishings and a monitor to promote school meetings, student programs, and activities. The construction of 2 new classrooms is also proposed to provide a STEAM Academy and a piano lab. Proposed interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, as well as data and other technology upgrades.

Additional improvements include roofing upgrades, as needed, replacement of HVAC unit #7, and installation of security cameras, removal of portables. Upon completion the school will consist of 28 classrooms, including three kindergarten classrooms and two TK. The existing permanent classrooms at Ramona are eligible for State modernization grants.

3.3.3 DRIFFILL K-8 SCHOOL

As one of the newest P2P schools, Driffill needs limited improvements to accommodate K-8 District specifications for 21st Century learning environments. Thirty-one permanent classrooms (including 1 Intervention room) are proposed to receive 21st Century upgrades to comply with the district's vision and specification for 21st Century classrooms for K-8 schools. The 2 science labs were previously improved in 2014. Proposed improvements include demolishing the current MPR and constructing a new 8,075 square foot MPR/Gymnasium to include a kitchen, serving/presentation space, gymnasium, lockers, storage, toilet and custodial facilities. The library is proposed to absorb the adjacent computer room to increase the total square footage to accommodate 21st Century specifications for a Library Media Center. The administrative office is proposed to receive 21st Century furnishings and a monitor to promote school meetings, student programs and activities. Additional site improvements include installation of security cameras, and removal of portables. The older original eight-classroom building, and portables are being demolished to accommodate the new MPR and 2 new kindergarten and 3 TK classrooms. An ECDC consisting of 10 Title 5 classrooms to support district wide preschool/TK/K facilities has been completed as a separate project on the site.

3.3.4 CHAVEZ K-8 SCHOOL

Based on the limited site area and the need to preserve the built environment, Chavez would best function with a smaller student body and site plan that could best maximize the opportunities to comply with the district's 21st Century specifications. It is recommended that Chavez enrollment be capped at 750 TK/K-8 students in 31 permanent classrooms (8 less than the current number). Four older permanent classrooms and 2 P.E. changing rooms that have outlived their useful life are to be removed. Five existing classrooms are to be repurposed and combined to provide 3 Title 5 compliant TK classrooms. The 26 remaining classrooms (including the 4 Title 5 K classrooms and an intervention room) and library are proposed to receive 21st Century upgrades to comply with the District's vision and specifications. The 2 existing science labs were previously upgraded in 2014. The construction of a new 8,075 square foot MPR building to include a commercial kitchen, serving/presentation space, changing rooms, restrooms, PE offices, and custodial facilities is also proposed. The existing MPR is to remain and be dedicated to community events and student performances. The administrative office is proposed to receive 21st Century furnishings and a monitor to promote school meetings, student programs and activities. Additional recommended site improvements include installation of security cameras and an allowance for offsite improvements.

3.3.5 KAMALA K-8 SCHOOL

Thirty-five permanent classrooms (including 1 intervention room) are proposed to receive 21st Century upgrades. Two existing science labs were previously upgraded as part of the original conversion of the site

to a K-8 facility in 2014. A new 8,075 square foot MPR/Gymnasium building is proposed to include a kitchen, serving/presentation space, gymnasium, lockers and storage, toilet, and custodial facilities. Upon completion of the new MPR/Gym, a reconfiguration of the existing MPR building into the administrative space to district specifications is proposed. The existing administration is proposed to be repurposed into support spaces. Two existing general-purpose classrooms are to be combined onto the library to include a storage room, a reading area, textbook storage, a small breakout room, and a tech work/storage room as identified in the adopted educational specifications. Additional recommended site improvements include roofing and HVAC system, as needed, improved parking/drop off, installation of security cameras, removal of all portables, and an allowance for offsite improvements.

3.3.6 CURREN K-8 SCHOOL

Thirty-eight permanent classrooms (including 1 Intervention room) are proposed to receive 21st Century upgrades to comply with the district's vision and specification for 21st Century classrooms. The 2 science labs were previously improved in 2014. The construction of a new 8,075 square foot MPR/Gym building to include a kitchen, serving/presentation space, gymnasium, lockers and storage, toilet, and custodial facilities is proposed. Upon completion of the new MPR/Gym, the reconfiguration of the existing MPR building into a library is proposed. The existing library facility is proposed to be converted into a staff lounge. The demolition and construction of a new administration building is also proposed. Additional recommended site improvements include roofing and HVAC upgrades, as needed, installation of security cameras, improved parking/drop off, removal of existing portable student changing rooms, and an allowance for offsite improvements.

3.3.7 MARSHALL K-8 SCHOOL

The original existing facilities at Marshall need upgrade, plus the repurposing of certain facilities at the Tk/K-5 level. One existing classroom (Room 602) and its attached three preparation rooms is proposed to be repurposed into a Title 5 compliant TK classroom with its own student restroom and teacher work area. The twenty-five permanent rooms (including 8 SDC, 1 Intervention, and 2 support/RSP) are proposed to receive 21st Century classroom upgrades. The library/media is proposed to get 21st Century furniture, fixtures, and equipment upgrades. The administrative space is proposed to receive 21st Century furnishings and a monitor to promote school activities. An allowance is provided for security and roofing improvements, as needed. At completion, the total permanent classroom count at Marshall would remain at 38 classrooms, consistent with the District's educational specifications for K-8 facilities.

3.3.8 SORIA K-8 SCHOOL

As one of the newer schools in the District, Soria Elementary needs limited upgrades to accommodate district K-8 specifications for 21st Century environments. Thirty-seven permanent classrooms (including 2 SDC and 1 Intervention room) are proposed to receive 21st Century upgrades limited to the addition of markerboards where necessary, modern and flexible student desks and chairs, and three broadband-connected high-definition video displays to each classroom. TK facilities will continue to be provided at other school site locations. Where applicable, the removal of existing teaching walls, technology counters,

and smart boards would be required to accommodate 21st Century improvements. No improvements are proposed to the library, administration, and MPR facilities.

3.3.9 FRANK 6-8 SCHOOL

Thirty-five permanent classrooms are proposed to receive 21st Century upgrades to comply with the District’s vision and specification for grade 6-8 classrooms. Six science lab classrooms are to be upgraded and receive modernization where needed. A modernized 21st Century library/media center is proposed to support 21st Century improvements. Both music rooms are to receive 21st Century upgrades and modernized improvements to replace flooring, upgrade acoustical wall surfaces and painting, where needed. Limited improvements to the existing MPR/Gym facility are proposed to support 21st Century specifications. Based on the existing 44 permanent classrooms, it is recommended that the classrooms support the following academic programs:

- General Purpose – 26
- Science Lab/Academy -6
- Engineering Robotics – 2
- SDC – 6
- Intervention – 1
- Band – 2
- Art – 1

The administrative offices would receive 21st Century furnishings and a monitor to promote school activities. Additional site improvements include roofing and HVAC upgrades, installation of security cameras, and removal of portables.

3.2.10 DORIS PATTERSON SITE

On April 15, 2025, the City Council approved the Teal Club Specific Plan, which included the Doris Patterson project consisting of 990 residential units. Other key improvements included the addition of a bike lane around the project’s perimeter, the installation of water fountains in the front yards of residentially zoned properties, and the promotion of electric energy usage. The approval for the development of the housing units is valid for 10 years, and the developer plans to build the homes in multiple phases. The District will continue to monitor the progress of the residential development and the demand for additional school facilities in this area. The District has a mitigation agreement in place with the developer to assist in offsetting the cost of additional facilities to serve potential students generated by the new development in this area of the District.

PROGRAM FUNDING & EXPENDITURES

The following section reviews existing and anticipated sources of funds for implementing the proposed facilities projects identified as part of the Enhanced Master Construct Program. Three major sources are considered: the State School Facilities Program (SFP), general obligation (G.O.) bonds, and estimated developer fees. The District has a history of participating in the State SFP by upfront the costs of eligible local school improvements and then seeking reimbursements from the State for eligible expenses and amounts. The District has previously passed local G.O. bond measures in support of the Enhanced Master Construct Program at substantially high rates of local voter approval in 2012, 2016, and 2022.

4.1 STATE MATCHING GRANTS

The State of California provides periodic grants from voter approved bond measures or general fund contributions for the modernization or new construction of eligible school facilities as determined by the Office of Public School Construction (OPSC) and as funded by the State Allocation Board (SAB) pursuant to the School Facility Program (SFP). Funding is provided in the form of per pupil grants for facility improvements, including design, construction, testing, inspection, equipping, furnishings, technology, plus site service improvements or site acquisition. To receive funding, a local match is required from eligible district funds, including developer fees and bond proceeds. Under certain specific conditions, a district may qualify and apply for a release of its local match requirement based on a financial hardship review and subject to additional constraints and requirements.

In November 2024, California voters approved Proposition 2, the Kindergarten Through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024. Proposition 2 authorizes \$10 billion in State general obligation bonds for repair, upgrade, and construction of facilities at K–12 public schools (including charter schools), community colleges, and career technical education programs, including for improvement of health and safety conditions and classroom upgrades. The following provides a summary breakdown of the allocation of the available \$10 billion:

- \$3.3 billion for new school facility construction (with up to 10% of the amount set aside for eligible small school districts)

- \$4 billion for modernization of eligible older school facilities (with up to 10% of the amount set aside for eligible small school districts and \$115 million set aside for lead water testing and remediation)
- \$600 million for charter school construction or modernization
- \$600 million for CTE new construction or modernization facilities
- \$1.5 billion for Community Colleges

Proposition 2 also authorized eligible school districts applying for modernization grants to also receive a supplemental grant for transitional kindergarten facilities if either existing facilities are insufficient, or the school does not have an existing facility. Other supplemental grants offered to eligible school districts include 5% of project costs (for either a new construction or modernization grant application) to advance State energy goals and adapt to higher average temperatures that pose a threat to the health and safety of students and staff and up to 5% of project costs (for modernization grant applications) that enable school facilities to provide students with the skills and knowledge necessary for high-demand technical careers. Proposition 2 will establish a process, including direct technical assistance, to assist small (<2,500 students) and priority (low bonding capacity, high percentage of low income, foster care, and English learner students) school districts in applying for facilities funds and accessing facilities funds.

Other key Proposition 2 elements include higher grant amounts to replace buildings at least 75 years old and expanding the sliding scale points system that determines State matching funds for new construction and modernization grants to include additional points for very small school districts (<200 students) and school district projects including the use of a project labor agreement. Proposition 2 also requires school districts that apply for either a new construction or modernization grant to have a five-year facilities master plan approved by the governing board of the school district, to update the plan as appropriate, and provide to facility inventory information to the State.

The OPSC is in the process of holding a series of stakeholder meetings to inform further implementation of Proposition 2. As a condition of participating in the SFP, as administered by the SAB, school districts are required to submit to the OPSC a five-year school facilities master plan, or updated five-year school facilities master plan, approved by the governing board of a school district for all application submittals on or after October 31, 2024. Districts must adopt a Board resolution that acknowledges that the district is aware of the minimum requirements for the five-year school facilities master plan as outlined in Section 17070.54 of the Education Code and as a condition of SFP participation, shall submit the required five-year school facilities master plan within 90 days of the OPSC notification of processing applications submitted by the District. The resolution must also acknowledge that failure to submit an acceptable five-year school facilities master plan may result in rescission of project funding.

In February 2025, the OPSC announced that requests for modernization program funding currently exceed the amount of bond authority available. Therefore, school districts must continue to submit a school board resolution acknowledging that remaining SFP bond authority is currently exhausted when submitting modernization funding applications in order for the application to be accepted. School districts are no longer required to submit a school board resolution acknowledging that remaining SFP bond authority is currently exhausted when submitting new construction funding applications.

CFW continues to monitor grant applications to the State and activities of the SAB for the allocation of eligible State funding. The strategic blending of these programs is required to support the balance of local investment that may be required to fully implement the Program. These programs are summarized below as well as the District’s current and projected eligibility for program funding. Applications that have been approved by the District and submitted to OPSC are also presented.

4.1.1 STATE AID MODERNIZATION

The SFP for modernization provides funds on a 60-40 state and local sharing basis for improvements that enhance existing school facilities, including those for HVAC, plumbing, lighting, and electrical systems. Modernization eligibility is established by school site and requires that permanent classrooms be at least 25 years old or since their last modernization and portable classrooms be at least 20 years old since placed in service. Students must be enrolled in eligible facilities based on state classroom loading standards of twenty-five pupils per classroom for elementary grades and twenty-seven pupils per classroom for middle school grades. Further, eligibility requires that the enrollment per site support the estimated number of students housed in eligible classrooms at twenty-five (elementary school grades) or twenty-seven (middle school grades) pupils per classroom. Grant levels are periodically reviewed by the state and program funding is subject to project performance and certification at the completion of construction. The current pupil grant for modernization is \$6,034 for elementary grades and \$6,381 for middle school grades. A higher per pupil grant amount is provided for classrooms that are in buildings 50 years or older equal to \$8,383 for elementary grades and \$8,866 for middle school grades. The State typically adjusts the grant amounts to account for inflation on an annual basis. The grant amounts presented in this document represent the grant amounts for calendar year 2025.

Table 1 provides a summary of the SFP modernization grants received to date with the implementation of the Program totaling approximately \$3.9 million. These grants were received as reimbursements from prior SFP eligible improvements made to Fremont, Harrington, Lemonwood, Elm, and McKinna. These funds have been used in support of the Program.

Table 1: Modernization Grants Received

Projects	Application #	Standard Pupils	SDC Pupils	Base Grant	Sup. Grant	Total Grant
1 Fremont	57/72538-00-026	131	8	\$1,003,960	\$93,926	\$1,097,886
2 Harrington	57/72538-00-027	87	0	\$581,160	\$108,508	\$689,668
3 Lemonwood	57/72538-00-028	175	0	\$841,400	\$239,311	\$1,080,711
4 Elm	57/72538-00-029	101	0	\$485,608	\$126,260	\$611,868
5 McKinna	57/72538-00-030	78	0	\$375,024	\$68,422	\$443,446
Total		572	8	\$3,287,152	\$636,427	\$3,923,579

Table 2 summarizes the District’s estimated current and future eligibility for State modernization grants for remaining eligible permanent and portable classrooms based on 2024-25 school site enrollment and the 2025 per pupil grant amounts. The data used for 2024-25 school site enrollment is not yet certified by the State and is subject to change. Since the December 2024 report, the analysis has been updated to

reflect the 2025 per pupil grant amounts and corrected to assume a regeneration of prior pupils used resulting in an estimated increase in future eligibility.

During Phase 3 (2023-2026) scheduling of eligible projects, the District may be eligible for approximately \$30.1 million in remaining State matching modernization grants from existing classrooms. A local match of approximately \$20 million would be required by the District to access these grants. Proposition 2 established a points-based determination and sliding scale for the required state and local matching shares for projects that do not qualify for financial hardship assistance for up to a 5% reduction to the required local match based on certain socioeconomic requirements. The points awarded are based on a district’s gross bonding capacity per enrollment, a district’s unduplicated pupil percentage as determined for purposes of the Local Control Funding Formula, whether a district has an enrollment of 200 pupils or fewer, and whether the project includes the use of a project labor agreement. Based on these factors, the District may be eligible to reduce its required local match to 38%, thereby increasing the total estimated Phase 3 State grant eligibility (2023-2026) to \$32.6 million and reducing the local match to \$17.5 million for current modernization eligibility.

Table 2: Estimated Modernization Eligibility by Phase

	School	2024-2025 CBEDS	Pupil Grant	Phase 3 (2023-2026)	Phase 4 (2027-2030)	Phase 5 (2031-2034)	Total Grant (60%)
1	Brekke Elementary	585	\$ 6,034	\$3,706,385	\$0	\$0	\$3,706,385
2	Cesar Chavez Elementary	755	\$ 6,034	\$0	\$4,650,404	\$0	\$4,650,404
3	Curren Elementary	817	\$ 6,034	\$316,785	\$4,739,104	\$0	\$5,055,889
4	Driffill Elementary	891	\$ 6,034	\$0	\$2,692,673	\$0	\$2,692,673
5	Elm Street Elementary	417	\$ 6,034	\$0	\$0	\$0	\$0
6	Harrington Elementary	513	\$ 6,034	\$0	\$0	\$0	\$0
7	Kamala Elementary	842	\$ 6,034	\$639,906	\$4,694,754	\$0	\$5,334,659
8	Lemonwood Elementary	809	\$ 6,034	\$0	\$0	\$0	\$0
9	Marina West Elementary	440	\$ 6,034	\$0	\$5,106,574	\$0	\$5,106,574
10	Marshall Elementary	703	\$ 6,034	\$4,453,997	\$0	\$0	\$4,453,997
11	McAuliffe Elementary	477	\$ 6,034	\$3,022,129	\$0	\$0	\$3,022,129
12	Mckinna Elementary	577	\$ 6,034	\$0	\$0	\$0	\$0
13	Ramona Elementary	568	\$ 6,034	\$3,598,678	\$0	\$0	\$3,598,678
14	Ritchen Elementary	445	\$ 6,034	\$2,819,387	\$0	\$0	\$2,819,387
15	Rose Avenue Elementary	424	\$ 6,034	\$0	\$0	\$0	\$0
16	Sierra Linda Elementary	456	\$ 6,034	\$0	\$4,498,347	\$0	\$4,498,347
17	Soria Elementary	895	\$ 6,034	\$0	\$0	\$5,670,452	\$5,670,452
	Subtotal - ES	10,614		\$18,557,265	\$26,381,855	\$ 5,670,452	\$50,609,572
1	Dr. Lopez Academy	696	\$ 6,381	\$4,663,235	\$0	\$0	\$4,663,235
2	Frank Academy	1,027	\$ 6,381	\$6,880,951	\$0	\$0	\$6,880,951
3	Fremont Academy	617	\$ 6,381	\$0	\$0	\$0	\$0
	Subtotal - MS	2,340		\$11,544,186	\$ -	\$ -	\$11,544,186
	Total	12,954		\$30,101,451	\$26,381,855	\$5,670,452	\$62,153,758

Future eligibility of \$26.4 million is estimated to be available through Phase 4 (2027-2030) and \$5.7 million through Phase 5 (2031-2034), requiring a then local match amount of \$17.6 million and \$3.8 million,

respectively. In total, approximately \$62.2 million in modernization grant eligibility is anticipated based on maintaining current enrollment at eligible school sites. Future declines in enrollment will result in a decrease in total grant amounts.

These amounts are subject to annual review and require the submittal and approval of Division of the State Architect (DSA) proposed improvement design plans prior to submittal to OPSC for consideration. Therefore, the actual amount received may be further influenced by the plan of sequence and phasing that may be undertaken by a district in the implementation of its capital program.

Under Senate Bill 50, the State SFP program provides the option of a “Like for Like” approach towards utilizing available modernization eligibility towards new construction. The “Like for Like” approach allows school districts to utilize modernization funding for new construction projects, if the new construction is replacing a facility with a similar facility that requires modernization at the same site. These funds do not affect a district’s new construction pupil grant eligibility and are in addition to any available new construction funding. Funds allocated under “Like for Like” are based on modernization grant eligibility on a site-by-site basis. “Like for Like” funding is proposed to be utilized where possible to fund proposed improvements that may be “best” reconstructed as opposed to being repaired or modernized.

Proposition 2 added a modernization supplemental grant for Minimum Essential Facilities (MEF) to construct a multipurpose room (MPR), gymnasium, multipurpose/gymnasium hybrid, and/or library at an existing site that does not have an existing or adequate facility of the type being requested. This grant is a supplemental grant that may be provided in addition to funding provided for a modernization application. In order to request the grant, the district must have modernization eligibility, a valid project, and submit an approved application for modernization funding. This is not a stand-alone grant and can only be requested in addition to a complete application for modernization funding. The OPSC is in the process of developing proposed regulations to administer this supplemental grant and to calculate eligibility. The supplemental grant will utilize new construction level per pupil grant amounts. Districts can utilize this supplemental grant to expand an existing facility or construct a new one.

Proposition 2 added the provision of a modernization grant alternative to replace buildings at least 75 years old. The grants for 75-year-old buildings would be provided in lieu of the typical per pupil base grant and can only be used for demolition and replacement of these buildings. Under this alternative, districts will receive an increased grant amount based on the pupil grant amount designated for new construction projects. To qualify, buildings that have reached 75 years of age must be demolished and replaced rather than modernized. One condition for receiving funding requires the use of a Cost Benefit Analysis to determine whether the costs associated with the modernization of a 75-year-old building will be at least 50 percent of what the costs would be to demolish and build it back. The OPSC is in the process of conducting a series of stakeholder meetings to develop proposed regulations to implement this alternative grant.

4.1.2 STATE AID NEW CONSTRUCTION

The SFP new construction program provides state funds on a 50/50 state and local sharing basis for eligible projects that add permanent classroom capacity for districts to house students for the construction of a new school or the addition of classrooms to an existing facility. Eligibility is subject to annual review and allocated district wide and is not site specific. It is determined by the gap between a district’s projected enrollment and its capacity to house students in permanent classrooms as determined by the state based on the state loading standard of 25 students per classroom for elementary grades and 27 students per classroom for middle school grades. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap in enrollment and capacity. Portable classroom capacity is generally excluded from the analysis as the state does not recognize portable classrooms as being permanently available to house students. The current pupil grant amount for new construction is \$15,847 for elementary grades and \$16,761 for middle school grades, for each student found to exceed a district’s permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs.

Table 3 provides a summary of funding received from new construction reimbursement grants during the period of the current Program totaling approximately \$30.9 million. As previously presented to the Board, the District has exhausted its eligibility for new construction funding until such time as enrollment once again begins to grow. All of these funds have been used or pledged in support of the Enhanced Master Construct Program.

Table 3: SFP New Construction Grants Received

Projects	Application #	Standard Pupils	SDC Pupils	Base Grant	Sup. Grant	Total Grant
1 Driffill	51/72538-00-001	0	0	\$3,712,107	\$558,304	\$4,270,411
2 Driffill	50/72538-00-009	350	9	\$4,032,792	\$697,880	\$4,730,672
3 Harrington	50/72538-00-011	625	26	\$8,219,097	\$1,461,426	\$9,680,523
4 Lemonwood	50/72538-00-013	473	0	\$5,570,487	\$1,697,465	\$7,267,952
5 Ritche Kinder	50/72538-00-016	0	18	\$638,712	\$134,140	\$772,852
6 Brekke Kinder	50/72538-00-017	0	18	\$638,712	\$138,485	\$777,197
7 McAuliffe Kinder	50/72538-00-018	0	18	\$638,712	\$139,292	\$778,004
8 McKinna	50/72538-00-022	0	28	\$770,245	\$1,120,264	\$1,890,509
9 Ramona Kinder	50/72538-00-024	0	18	\$638,712	\$128,109	\$766,821
Total		1,448	135	\$24,859,576	\$6,075,365	\$30,934,941

4.1.3 PRESCHOOL, TRANSITIONAL KINDERGARTEN, AND KINDERGARTEN FACILITIES

At various times, the State provides limited funds for competitive applications to fund specific school facilities. The State’s Full Day Kindergarten Facilities (PS/TK/K) Grant Program was initiated in 2019 to provide one-time grants to construct new or retrofit existing facilities for the purpose of providing kindergarten classrooms to support full-day kindergarten instruction. In FY2021-22 the program was

expanded to \$490 million in one-time grants to construct new or retrofit existing facilities for the purpose of providing classrooms to support full-day preschool (PS), transitional kindergarten (TK) and kindergarten (K) instruction. A state/local district match of 75/25 is required for preschool and TK projects or half-day kindergarten programs converting to full day. Districts that already have full-day kindergarten programs require a 50/50 match (state/local district) for new construction and a 60/40 (state/local district) match for retrofit projects.

Projects are required to meet CDE and Title 5 requirements including classrooms of 1,350 square feet, a restroom and storage/workroom accessibility from the main classroom area. Preschool projects need to meet additional Title 22 requirements specific to preschool such as one toilet per fifteen pupils and an outdoor activity space with at least 75 square feet per child. Districts are required to certify on the application for funding that prior to occupancy of the classrooms that the district has obtained a Childcare Center License from the California Department of Social Services (CDSS). As part of the license requirements, the CDSS will verify compliance with Title 22. The school district must provide evidence of licensure status at the time of project audit.

Four funding rounds have been completed for the program, all of which were oversubscribed. The Governor’s May 2024 revised budget eliminated a previously anticipated fifth funding round of \$550 million. No further funding rounds for the program have been identified at this time. Table 4 provides a summary of approved applications the District has received from the program totaling approximately \$14.5 million. These grants provided funding for ten new PS/TK/K classrooms at Driffill and ten new PS/TK/K classrooms at Marina West. A total District match of \$6.2 million is required for a total project amount of \$20.7 million.

Table 4: Preschool/TK/Kindergarten Grants

Projects	Total Grant	District Match	Total Project
1 Driffill	\$6,915,318	\$2,963,707	\$9,879,025
2 Marina West	\$7,558,618	\$3,239,407	\$10,798,025
Total	\$14,473,936	\$6,203,114	\$20,677,050

4.1.4 SUBMITTED STATE AID APPLICATIONS

Table 5 presents State aid applications that have been filed with the OPSC that are awaiting funding by the State, totaling approximately \$6.9 million. It also reflects the current pupil grant amounts in effect for 2025 by the SAB and estimated additional anticipated allowances for supplemental grants such as site development costs.

Applications have been filed for the modernization projects at Ritchen and McAuliffe elementary schools. Based on 60/40 matching share requirement, it is estimated that the District may receive approximately \$6.9 million in grants for these projects, requiring a \$4.6 million District match. Since the December 2024 report, these applications have come up for review and processing by the OPSC. It is anticipated that these applications will be considered at the May 2025 SAB meeting for an “unfunded apportionment”. Following the SAB “unfunded apportionment”, the District would then need to participate in the next

available priority funding round anticipated to close on June 12, 2025. Funding for these applications is anticipated to be part of a fall bond sale with an apportionment to be approved at the October 2025 SAB meeting. Funding is therefore estimated to be received by the end of 2025.

Table 5: Submitted State Aid Applications

Projects	Type	Standard Pupils	K-6	7-8	SDC Pupils	Non Severe	Severe	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
McAuliffe	Mod.	534	534	0	0	0	0	\$3,222,156	\$161,108	\$3,383,264
Ritchen	Mod.	447	447	0	44	26	18	\$3,377,916	\$168,896	\$3,546,812
Total		981	981	0	44	26	18	\$6,600,072	\$330,004	\$6,930,076

Over the next six months, the team will continue to monitor application status with OPSC and respond to any new opportunities, exceptions, and review notices received in order to keep the District as informed as possible on any needs for program adjustments.

4.1.5 FINANCIAL HARDSHIP FUNDING

The State provides a Financial Hardship Program to assist districts that cannot provide all or part of their local match for an approved modernization or new construction SFP project. In Financial Hardship, the State funds its normal grant amount, and if a district is found to be eligible, provides an additional grant amount equal to the portion of the match that would have been required to be funded by a district. This in effect increases the amount of grant funding a district would otherwise receive. To qualify, a district must be charging the maximum developer fee and meet one of the following criteria:

- Bonded indebtedness of 60 percent or greater
- Successful passage of a Prop. 39 Bond
- District total bonding capacity of less than \$15 million. This amount will be adjusted for inflation per the OPSC in 2026

At this time, the District has exceeded its net bonding capacity of 60 percent. Based upon current guidelines and regulations the District qualifies for Financial hardship status.

Under the current Financial Hardship Program, a district must exhaust all unencumbered capital fund balances available for modernization or new construction at the time of application. In addition, any funds that become available during the time the District is in the Hardship period will reduce the amount of the State’s grant in lieu of the District’s match, proportionally. Audits of available capital facilities funding (e.g., Funds 21, 25, 35) are required throughout the project period that a district is in Hardship funding and at “close out”, or completion of the project. Until approved for construction, eligibility is subject to review every 6 months. A district can apply for both planning and/or construction funds.

Except for land acquisition and some site service costs, 100 percent hardship grant funding does not typically equate to 100 percent of the total development costs associated with the design and construction of an eligible project. Often projects must be phased, alternate methods of construction

(e.g., modular) must be employed to achieve the desired space requirement for housing students or additional bond funding must be provided thereafter to complete a hardship project. Moreover, the Hardship period begins on the date of application, regardless of the date it is reviewed by OPSC or approved by the SAB. This requires that the District sequence projects proposed for Financial Hardship after all anticipated and available capital funds are encumbered. This assessment must be conducted for every six-month period that a district participates in the Financial Hardship Program.

4.2 DEVELOPER FEES

Developer fees levied on new residential and commercial construction in a school district attendance area are permissible under State Education Code, Section 17620 and may be used to meeting the District's match requirement for eligible State grant projects. The purpose of these fees is to mitigate the student enrollment impact that would be generated by new development. Fees may be used to fund the construction of new school facilities, the modernization of existing facilities, or the reopening of closed facilities. The regulations also permit an inflation-based increase in developer fees every two years based on changes in the Class B construction index. There are three levels of developer fees that can be assessed:

- **Level 1** fees are established by statute and adjusted by the State Allocation Board and are currently \$5.17 (2024) per square foot of residential development and \$0.84 (2024) per square foot of commercial and industrial development for K-12 school districts
- **Level 2** fees constitute up to 50 percent of the State allowed cost for construction and sites, if the school district meets specified eligibility tests and assumes that the State will pay for the other 50 percent of cost through the SFP
- **Level 3** fees are the same as Level 2, but include the State's 50 percent share as well, but only when the State declares it is out of funds for new construction

A Developer Fee justification study must be completed in order to levy Level 1 or Level 2 fees and in the event that the State declares that it is out of new construction state grant funds, the same report may allow the District to levy Level 3 fees. The District reported a June 30, 2024 developer fee fund balance of approximately \$8.9 million available to the Program. For purposes of this report, it is assumed that the District may collect approximately \$1.2 million a year for the period of 2024-25 through 2029-30 for a total of \$7.3 million. In total, approximately \$16.2 million is assumed to be available towards remaining improvements.

In April 2024, the District adopted a Residential and Commercial/Industrial Development School Fee Justification Study prepared by Woolpert (formerly Cooperative Strategies) that established the justification for collecting Level 1 fees. Based on the District's fee sharing agreement with the Oxnard Union High School District, the District can collect 66% of the maximum Level 1 fees, or \$3.41 per square foot for residential development. The study concluded that the District is justified in collecting \$3.41 per square foot for multi-family residential units and \$2.75 per square foot for single-family residential units. The District may also collect up to \$0.554 per square foot for commercial development as follows:

Table 6: Maximum School Fee per Square Foot for Commercial Development

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

Source: 2024 Residential and Commercial/Industrial Development School Fee Justification Study by Woolpert

To establish a nexus and a justifiable residential School Fee level, the Study evaluated the number and cost of new facilities required to house students generated from future residential development within the School District. Based on data provided by the Southern California Association of Governments, approximately 5,096 additional residential units could be constructed within the District's boundaries through calendar year 2050. Of these 5,096 future units, 3,058 are expected to be single family detached and 2,038 are expected to be multi-family attached units. By dividing the total amount of anticipated units (5,096) by the buildout period (26 years), it is anticipated that approximately 196 units may be built each year from 2024 through 2050. This average buildout and the corresponding square footage of new residential development is the basis for the anticipated annual developer fees revenues to be realized by the District during this period. Based on the Level 1 fee of \$3.41 per square foot of new residential multi-family development and \$2.75 per square foot of new single-family residential development and the total square footage of approximately 416,000 resulting from the construction of 196 units, the District could receive an estimated \$1.2 million in developer fees annually, however actual revenues could vary based on fluctuations in development activity.

As reported in December 2021, Woolpert (formerly Cooperative Strategies) reported to the District that due to the District's enrollment declines, Level 2 fees are no longer justified, and the District will have to revert to Level 1 fees. For purposes of budgeting for the program, Level 1 fees of \$3.41 and \$2.75 have been assumed in projected available developer fee funds for the program. The District is required to complete a biennial update to the Level 1 Study in order to continue collecting Level 1 fees for the next two years. Similarly, the District is also required to complete an annual update to the Level 2 Study in order to resume collecting Level 2 fees.

4.2.1 SCHOOL IMPACT FEE

The Teal Club Specific Plan identifies 990 residential units of varying density, single-family, townhomes, condominium, and apartment units to be built within the District. It is estimated that the average square footage of the residential units will be 1,800 square feet per unit. In total, it is estimated that 1,782,000 square feet of new residential units will be constructed over time. The developer indicated to the District

in April 2024 that construction of the new units may commence starting in 2026 with full build-out estimated to be completed by 2030.

The District negotiated a development mitigation agreement with the developers of the proposed Teal Club development in lieu of statutory Developer Fees. Based on the agreement, the District established a mitigation fee of \$7.28 per square foot (School Impact Fee) subject to annual increase at a rate equal to the percentage increase of the adjustment for inflation set forth in the statewide cost index for class B construction. The increase shall be applied on the one-year anniversary of the Effective Date and on each one-year anniversary thereafter.

For the purpose of this report, it is assumed that 330 units will be constructed in the Program’s Phase 3 equal to 594,000 square feet of new residential construction subject to the School Impact Fee. The resulting School Impact Fee is estimated to be \$6,326,100 based on the current rate and is expected to be available to the District during Phase 3. The subsequent build-out of the remaining units and corresponding revenues will be incorporated into the Program once additional phases of construction at the development are undertaken.

4.3 GENERAL OBLIGATION BONDS

The District has used general obligation (G.O.) bonds historically to fund major school facility improvements and has been very successful in making use of public financing options and garnering community support to improve school facilities, including those as part of the Enhanced Master Construct Program. The District successfully passed local voter approved G.O. bond authorizations in 1997, 2006, 2012, 2016, and 2022. The latter three are in direct support of the Enhanced Master Construct program. These bonds are secured by an annual levy on all taxable parcels within the boundaries of the District. The levy is based on the assessed value of a parcel as determined by the county, pursuant to Proposition (Prop.) 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options available to school districts. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to a district to finance improvements over time. Appendix B summarizes the District’s past G.O. bond issuances and provides data for each issuance’s sale date, original principal, current outstanding principal, original repayment ratio, and remaining term.

4.3.1 PAST AND REMAINING G.O. BOND AUTHORIZATIONS

The 1997 authorization was approved by voters and authorized the sale of \$57 million in G.O. bonds, pursuant to Proposition 46 which does not set a maximum annual tax rate for the purposes of issuing remaining bond authorization. To date, \$57 million in bonds have been sold, leaving no remaining authorization from the 1997 Election. It is anticipated to be fully retired by 2033.

The 2006 authorization was approved by voters and authorized the sale of \$64 million in G.O. bonds, pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation

for the purposes of issuing remaining bond authorization. To date, \$64 million in bonds have been sold, leaving no remaining authorization from the 2006 Election. It is anticipated to be fully retired by 2036.

The 2012 authorization was approved by voters and authorized the sale of \$90 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$90 million in bonds have been sold, leaving no remaining authorization from the 2012 Election. It is anticipated to be fully retired by 2044.

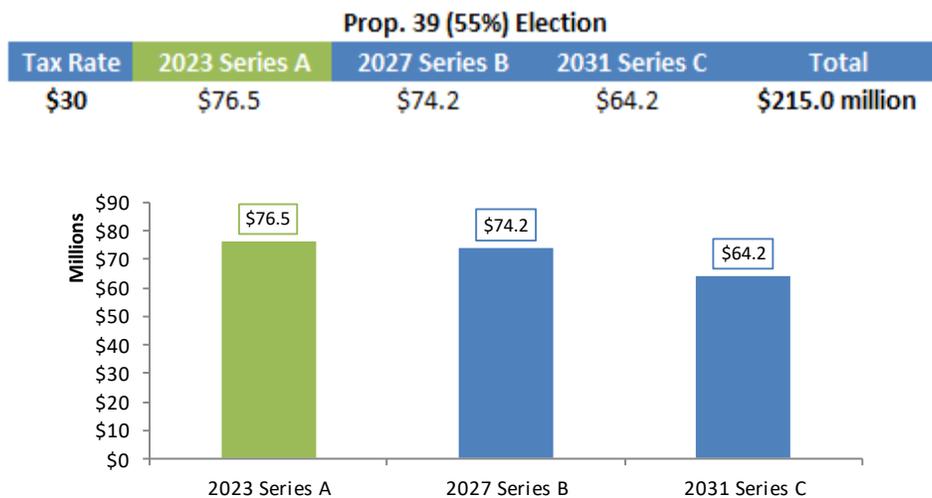
The 2016 authorization was approved by voters and authorized the sale of \$142.5 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$104.9 million in bonds have been sold, leaving a remaining authorization of \$36.5 million from the 2016 Election.

The 2022 authorization was approved by voters and authorized the sale of \$215 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$76.5 million in bonds have been sold, leaving a remaining authorization of \$138.5 million from the 2022 Election.

4.3.2 REMAINING G.O. BOND AUTHORIZATION AND PROJECTED FUTURE BOND PROCEEDS

Assuming that the District’s assessed valuation continues to grow as presented in Exhibit B at an annual average of 4.0 percent and that the District implements the maximum tax rate of \$30 per \$100,000 of assessed value allowed by Proposition 39 over a 30-year term for each bond sale, the District is projected to issue its remaining bond authorization of approximately \$138.5 million in bond proceeds over a projected 8-year period based on current market conditions. Based on the above assumptions and those in Exhibit B, Figure 1 depicts the above projection and assumes that additional bond proceeds may be available in 2027 and 2031 respectively, beyond the amount sold in 2023.

Figure 1: Estimated Measure “I” Bond Proceeds at \$30 Tax Rate Per \$100,000 of Assessed Value



In addition to the above, the District has approximately \$36.5 million in remaining authorization from Measure D election approved by voters in 2016. Based on the above assumptions and those in Exhibit B,

Figure 2 depicts the bond proceeds issued to date thru 2020 and the projected bond proceeds that may be available from the remaining authorization of Measure D. Figure 2 illustrates the estimated timing and size of remaining bond issuances in support of the Enhanced Master Construct Program which projected to be available over two bond sales in 2025 and 2030 for a combined total of \$36.5 million.

Figure 2: Estimated Timing and Sizing of Remaining Measure “D” Bond Proceeds



The projections above for the issuance of the remaining authorization for Measure D and I, respectively are used to estimate the amount of bond proceeds available to fund the Enhanced Master Construct Program over phases as presented in the proposed Master Budget in Section 5. In both Figure 1 and Figure 2, the actual size and timing of the remaining bond sales depend on the prevailing market conditions at that time and the actual assessed valuation growth between bond sales required to maintain tax rates for bond repayments within the estimated Proposition 39 rate of \$30 per \$100,000 of assessed valuation. The issuance of additional bonds may also require additional authorization from the State Board of Education for a waiver to increase the District’s bonding capacity.

The District’s outstanding bonds in both cases are secured by an annual levy on all taxable parcels within the boundaries of the District. The levy is based on the assessed value of a parcel as determined by Ventura County, pursuant to Proposition 13 and the corresponding tax rate is typically expressed in an amount per \$100,000 of assessed value. The tax rate for a given fiscal year is based on the County’s policies calculated to make the required bond interest and principal payments for a given period. In some cases, the County may initially over levy to establish a reserve fund which can be applied over time to better manage the tax rate required to repay the bonds from year to year. As a result, there can be a variance between the estimated tax rate required to make interest and principal payments and the calculated tax rate levied on property within the District. A variance can also be attributed to the collection of unitary taxes. In FY2024-25, Ventura County is levying a tax rate of \$118.00 per \$100,000 of assessed value for the District’s combined outstanding bonds.

4.3.3 OUTSTANDING CERTIFICATES OF PARTICIPATION AND POSSIBLE PREPAYMENT FROM GENERAL OBLIGATION BOND PROCEEDS

Certificates of Participation (“COPs”) are typically utilized by school districts to raise funds for land acquisition, facilities improvements, and lease equipment. Proceeds can be used to acquire, construct, and modernize facilities and equipment. COPs are a lease obligation payable from any source of revenue legally available, typically the District’s General Fund or local sources such as developer fees, and are typically issued with a term of up to 30 years. Unlike GO bonds, COPs have no dedicated, voter-approved tax or other revenue to repay the COPs. However, a COP may be fully prepaid prior to maturity with proceeds from a future GO bond.

In 2016, the District identified a need to acquire school sites and construct a new elementary school and new middle school. The funding requirement to complete these schools was \$8 million, and the District financed these projects by issuing COPs. The COP financing was selected due to its flexibility in repayment options, the favorable financing costs, and ease of execution. Further, in the event that the anticipated sources of repayment did not materialize, the District structured the COP to allow for payment from its General Fund for the life of the COP.

The District successfully issued \$8 million in COPs in April 2016 with a term of 30 years and final maturity in 2045 with an average interest rate (TIC) of 4.1%. The initial debt service payments were interest-only, and the first principal payment was due in August 2022. After principal payments commence, debt service payments on the 2016 COP are approximately \$580,000 annually.

Figure 3: Schedule of Remaining Debt Service for 2016 COP

Year	Principal	Interest	Annual Payment
2025	\$210,000	\$371,500	\$581,500
2026	\$220,000	\$361,000	\$581,000
2027	\$230,000	\$350,000	\$580,000
2028	\$240,000	\$338,500	\$578,500
2029	\$255,000	\$326,500	\$581,500
2030	\$265,000	\$313,750	\$578,750
2031	\$280,000	\$300,500	\$580,500
2032	\$295,000	\$286,500	\$581,500
2033	\$305,000	\$271,750	\$576,750
2034	\$325,000	\$256,500	\$581,500
2035	\$340,000	\$240,250	\$580,250
2036	\$355,000	\$223,250	\$578,250
2037	\$375,000	\$205,500	\$580,500
2038	\$390,000	\$186,750	\$576,750
2039	\$410,000	\$167,250	\$577,250
2040	\$430,000	\$146,750	\$576,750
2041	\$455,000	\$125,250	\$580,250
2042	\$475,000	\$102,500	\$577,500
2043	\$500,000	\$78,750	\$578,750
2044	\$525,000	\$53,750	\$578,750
2045	\$550,000	\$27,500	\$577,500

The 2016 COP was structured to allow for prepayment from General Obligation Bond proceeds, State Reimbursements, and/or Developer Fees at any time after August 1, 2021 with no premium or penalty. At this time, the District has capacity to issue additional GO bonds from Measure “D”, and these bond proceeds may be used to prepay the 2016 COP and provide relief to the District’s General Fund.

The total cost of repayment is equal to 100% of the principal to be prepaid, together with accrued interest to the date fixed for prepayment, without premium. Assuming a prepayment date of August 1, 2025, the total cost of repayment would be approximately \$7.80 million.

MASTER BUDGET & SCHEDULE

The Master Construct and Implementation Program is integrated into the Enhanced Master Construct Program with the projects in progress serving as the bridge between the two programs. Utilizing estimated State aid eligibility for modernization funding, estimated developer fees, remaining bond authorization from Measure “D”, and authorization from the 2022 Measure “I” General Obligation (G.O.) bond authorization, a phasing program is proposed for the implementation of the proposed improvements. Proposed facilities improvements are presented in phases to reflect the expected availability of funds and projected sequencing of projects during construction. Proposed sources and uses of funds, along with constraints, have been identified and a proposed plan of sequencing has been prepared. The estimated costs provided represent a combination of “hard” and “soft” costs. In combination, they comprise what is properly called the total “Project Cost”. Hard costs result from the construction itself (e.g. bricks and mortar). Soft costs are those planning and design costs and fees that are an integral part of the building process and are usually precursors to, or supportive of, the construction. These include professional fees and other related, non-construction costs.

5.1 PROPOSED MASTER BUDGET SOURCES AND USES

The District has adopted specifications for 21st Century Learning Environments to guide the reconfiguration and improvement of its K-5, K-8 and 6-8 school facilities in phases over a 15-year period. The overall goal is to reconstruct older schools, improve or replace support facilities, extend its grade configuration to 4-year-old students, and replace portable classrooms with permanent facilities wherever possible. Up to this point, the Program has led to the design of eight new 21st Century schools, the construction of 6 such schools to date with the completion of the seventh school expected to be available for occupancy in fall 2025. In addition, it has led to the construction of three Early Childhood Development Centers (ECDC), with one commencing construction and one additional ECDC in design, the acquisition of 2 school sites, and the design and approval of two elementary schools for modernization. It has also provided for the expansion of construction of TK/K and special education “flex-facilities” at four elementary school sites, and 21st Century science labs at select schools.

Additional consideration was made to secure funding based on the completion of projects to date, the Board’s desire to maintain equity with remaining sites in need of improvement, and the State’s increasing mandates to the educational and facilities program. The District’s Enhanced Facilities Master Program identifies additional projects that qualify for State modernization grants and are eligible for funding via local voter approval bond programs. The District is now actively planning the following approved projects:

- Reconstruct Fremont Academy and Dr. Lopez Academy middle school campuses

- Provide 21st Century classroom improvements and reconstruct select support facilities to maintain equity
- Construct additional transitional kindergarten and early childhood education classrooms over time at select school sites throughout the District

Tables 7 and 8 provide a proposed integrated master budget of estimated sources and uses beginning with a summary accounting of previously completed projects followed by the next phases of remaining improvements as identified in the adopted Enhanced Master Construct Program. Previous phases include a total estimated sources and uses of approximately \$265.3 million with an estimated ending program reserve of \$856,484. The total budgets for completed projects have remained the same since the December 2024 report with no recommended adjustments. However, a budget adjustment to the Rose Avenue Reconstruction project of \$7.5 million is required to accommodate the Board approved contract amendment for the Lease-Leaseback (LLB) contractor agreement which reflects the off-site improvements requested by the City as well as the additional time required to complete the work. Upon final closeout and expenditures of projects, total funding sources and expenditures for completed projects will be adjusted to reflect actuals.

Four estimated major funding sources are proposed to finance the remaining improvements under the Enhanced Master Construct Program including estimated remaining reserves from previous phases, remaining and new general obligation (G.O.) authorizations, modernization State aid grants or grants received from the State’s TK/K program, estimated developer fees, and interest earnings from these funding sources. There is an estimated \$856,484 in remaining program reserve from the previous phases that is projected to be available towards funding remaining improvements. Approximately \$214.2 million is available from G.O. bond authorization Measure “I” and is projected to be to fund the program over three bond series in 2023 and ending in 2031. An additional \$36.5 million in remaining GO bond authorization from Measure D is estimated to be available over two bond series in 2025 and 2030 to assist in funding planned improvements. Approximately \$63.5 million in estimated State Aid modernization and TK/K grants may be garnered over time including approximately \$6.9 million in estimated modernization grants at McAuliffe and Ritchen, \$14.5 million in the State’s Kinder program grants for Driffill and Marina West, and \$42.2 million in estimated modernization eligibility at Driffill, Curren, Lopez, Brekke, Ramona, Chavez, Kamala, Frank, Marshall, and Soria over time. Per the District’s March 31, 2025 capital funds accounting, approximately \$8.9 million may be available from developer fees as of June 30, 2024, and \$13.6 million is estimated to be collected over a six-year period as identified in the District’s Developer Fee Report and Teal Club Development as summarized in Section 4 of this report. Approximately \$5.9 million in interest earnings from these funding sources for the period July 1, 2022 – March 31, 2025 are assumed to be available to the Program as identified in the District’s capital funds accounting.

As shown in Table 8, approximately \$308.5 million is estimated in total anticipated costs. A Program Reserve of \$35 million is recommended providing a grand total integrated budget of \$343.5 million in remaining estimated project improvements to be funded over the proposed remaining phases. Adjustments since the December 2024 report include a \$7.5 million budget increase to the Rose Avenue

Reconstruction project discussed above and an approximate \$400,000 budget increase to the McAuliffe modernization project to accommodate added site security measures.

Table 7: Proposed Master Budget - Estimated Funding Sources

Estimated Sources	Previous Phases (2013-2022)	Phase 3 (2023-2026)	Phase 4 (2027-2030)	Phase 5 (2031-2034)	Phase 3 - 5 Subtotal	Total
Previous Phases						
Capital Funds	\$265,321,079	\$856,484	\$0	\$0	\$856,484	\$266,177,563
Subtotal	\$265,321,079	\$856,484	\$0	\$0	\$856,484	\$266,177,563
Measure "D" - 2016 GO Bond						
Series D (2025)	\$0	\$11,800,000	\$0	\$0	\$11,800,000	\$11,800,000
Series E (2030)	\$0	\$0	\$24,700,000	\$0	\$24,700,000	\$24,700,000
Subtotal	\$0	\$11,800,000	\$24,700,000	\$0	\$36,500,000	\$36,500,000
Measure "I" - 2022 GO Bond						
Series A (2023)	\$0	\$75,806,148	\$0	\$0	\$75,806,148	\$75,806,148
Series B (2027)	\$0	\$0	\$74,200,000	\$0	\$74,200,000	\$74,200,000
Series C (2031)	\$0	\$0	\$0	\$64,200,000	\$64,200,000	\$64,200,000
Subtotal	\$0	\$75,806,148	\$74,200,000	\$64,200,000	\$214,206,148	\$214,206,148
Additional State Aid						
Est. Modernization (Fin. Hardship)	\$0	\$0	\$0	\$0	\$0	\$0
Est. Modernization (60%/40%)	\$0	\$6,930,076	\$9,719,123	\$32,432,447	\$49,081,646	\$49,081,646
Driffill PS/TK/K Grant	\$0	\$6,915,318	\$0	\$0	\$6,915,318	\$6,915,318
Marina West PS/TK/K Grant	\$0	\$7,558,618	\$0	\$0	\$7,558,618	\$7,558,618
Subtotal	\$0	\$21,404,012	\$9,719,123	\$32,432,447	\$63,555,582	\$63,555,582
Additional Developer Fees						
6/30/24 Balance	\$0	\$8,919,728	\$0	\$0	\$8,919,728	\$8,919,728
Est. Developer Fee Collections	\$0	\$8,749,668	\$4,847,137	\$0	\$13,596,805	\$13,596,805
Subtotal	\$0	\$17,669,396	\$4,847,137	\$0	\$22,516,533	\$22,516,533
Interest Earnings						
2022-2023 Interest	\$0	\$1,481,282	\$0	\$0	\$1,481,282	\$1,481,282
2023-2024 Interest	\$0	\$4,169,684	\$0	\$0	\$4,169,684	\$4,169,684
2024-2025 Interest (as of 3/31/25)	\$0	\$249,162	\$0	\$0	\$249,162	\$249,162
Subtotal	\$0	\$5,900,128	\$0	\$0	\$5,900,128	\$5,900,128
Total Sources	\$265,321,079	\$133,436,167	\$113,466,260	\$96,632,447	\$343,534,874	\$608,855,953

Table 8: Proposed Master Budget - Estimated Uses

Estimated Uses	Previous Phases (2013-2022)	Phase 3 (2023-2026)	Phase 4 (2027-2030)	Phase 5 (2031-2034)	Phase 3 - 5 Subtotal	Total
Acquire New K-5 Elementary Site	\$7,767,119				\$0	\$7,767,119
Acquire New K-5/Middle School Site	\$9,756,633				\$0	\$9,756,633
Doris/Patterson K-5	\$492,786				\$0	\$492,786
Doris/Patterson 6-8	\$278,057				\$0	\$278,057
Seabridge K-5	\$3,019,331				\$0	\$3,019,331
Harrington K-5	\$23,776,013				\$0	\$23,776,013
Elm K-5	\$32,878,847				\$0	\$32,878,847
Lemonwood K-8	\$41,990,714	\$1,250,000			\$1,250,000	\$43,240,714
McKinna K-5	\$36,191,904				\$0	\$36,191,904
Rose Avenue K-5	\$51,071,913	\$7,500,000			\$7,500,000	\$58,571,913
Planning for K-8 MPRs	\$166,253				\$0	\$166,253
Harrington Kindergarten Annex	\$3,215,039				\$0	\$3,215,039
Lemonwood Kindergarten Annex	\$3,571,599				\$0	\$3,571,599
Technology	\$12,234,498				\$0	\$12,234,498
McAuliffe K-5	\$3,244,674	\$9,283,983			\$9,283,983	\$12,528,657
Ritchen K-5	\$3,595,981	\$10,019,137			\$10,019,137	\$13,615,118
Brekke K-5	\$2,184,562			\$8,000,033	\$8,000,033	\$10,184,594
Ramona K-5	\$2,192,490			\$7,354,070	\$7,354,070	\$9,546,560
Driffill K-8	\$429,872			\$13,005,183	\$13,005,183	\$13,435,055
Chavez K-8	\$649,121			\$14,696,311	\$14,696,311	\$15,345,432
Kamala K-8	\$619,816			\$19,708,843	\$19,708,843	\$20,328,658
Curren K-8	\$598,603		\$26,442,963		\$26,442,963	\$27,041,566
Marshall K-8	\$13,019,406	\$1,250,000		\$5,376,218	\$6,626,218	\$19,645,624
Soria K-8				\$3,904,945	\$3,904,945	\$3,904,945
Fremont 6-8	\$1,901,281	\$65,758,461			\$65,758,461	\$67,659,742
Frank 6-8				\$15,290,123	\$15,290,123	\$15,290,123
Dr. Lopez 6-8	\$1,079,278	\$4,672,169	\$65,007,442		\$69,679,611	\$70,758,889
ECDC at Driffill		\$9,879,025			\$9,879,025	\$9,879,025
ECDC at Rose Avenue		\$580,688	\$4,349,290		\$4,929,979	\$4,929,979
ECDC at Marina West		\$10,798,025			\$10,798,025	\$10,798,025
Brekke ES COP Lease Payments	\$3,831,453				\$0	\$3,831,453
Land Acquisition COP Lease Payments	\$480,000	\$2,062,500	\$2,321,000		\$4,383,500	\$4,863,500
Additional Program Expenditures	\$4,519,836				\$0	\$4,519,836
Portables Lease Payments	\$564,000				\$0	\$564,000
Total	\$265,321,079	\$123,053,989	\$98,120,695	\$87,335,726	\$308,510,410	\$573,831,489
<i>Program Reserve</i>	\$0	\$10,382,178	\$15,345,565	\$9,296,721	\$35,024,464	\$35,024,464
Total Uses	\$265,321,079	\$133,436,167	\$113,466,260	\$96,632,447	\$343,534,874	\$608,855,953

5.2 MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM EXPENDITURES TO DATE

A budget and expenditure tracking protocol has been established and utilized for projects currently being implemented. As of the December 2024 Semi-Annual Report, the total budget was approximately \$456.2 million for projects under current implementation, exclusive of the net balance of the remaining Enhanced Master Construct that have been integrated into this report. Any changes to sources, uses, and schedules included in this report have considered actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserves and estimated ending fund balance will be utilized to accommodate unforeseen but required budget adjustments.

Table 9 provides a summary report of expenditures made for the Program during the period July 1, 2012 – March 31, 2025, totaling approximately \$268.8 million. Expenditures made after this period will be accounted for in the next Semi-Annual update. The District’s financial system accounts for expenditures by Fiscal Year (July 1 – June 30) and is used in reporting these expenditures. The report is organized by Fiscal Year and includes expenditures across various construction funds. It should be noted that expenditure reporting is based on the budget approved as part of the December 2024 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this June 2025 report, subsequent expenditure reports will reflect the revised budget value.

The District has accounted for districtwide expenses, including the program manager fee in object codes 5800 and 6205 and has not allocated these expenses to specific projects. For the purposes of Table 9, CFW has allocated such districtwide program manager fee expenses by taking the actual expenditures for a given fiscal year and then allocating the actuals by the percentage of fees earned for that period for a given project pursuant to the latest agreed upon fee calculation. Pursuant to the contract, the total program management fee does not exceed 4.75% of the projects managed. From July 1, 2012, through March 31, 2025, the District disclosed expenditures of approximately \$36.8 million for additional facilities improvements not identified in the Master Construct Program. Of the total, \$16 million were expended for eligible projects prior to the adoption of the January 2013 Implementation Plan beginning with \$3.7 million of Developer Fee Fund balances, plus additional expenditures thereafter which were planned for State aid reimbursement. Given the deferral of State reimbursements, these expenditures are now being subsumed into the Master Construct Program until such time that State aid reimbursement becomes available. Eligible improvements included, but are not limited to, replacement or addition of relocatable facilities, improvements and DSA closeout of prior projects, District energy efficiency improvements, and other facility improvements. The remaining \$20.8 million in expenditures outside of the Program were funded by the District’s prior Measure M bond program. Expenditure reports related to the current bond programs are made available for review by the Citizens’ Oversight Committees and expenditures are audited annually for the Board’s review.

Table 9: Estimated Expenditures to Date for Projects Under Implementation

Project	Adopted Budget	Fiscal Year Expenditures			
		2012-13	2023-24	2024-25 ¹	Total
Acquire Site New Elem K-5	\$7,767,119	\$7,767,119	\$0	\$0	\$7,767,119
Doris/Patterson Acquire Land	\$9,199,275	\$9,199,275	\$0	\$0	\$9,199,275
Doris/Patterson LAFCO Planning	\$557,358	\$515,746	\$0	\$0	\$515,746
Design & Reconstruct Harrington Elem K-5	\$23,776,013	\$23,776,013	\$0	\$0	\$23,776,013
Design & Reconstruct Lemonwood Elem K-8	\$41,990,714	\$42,028,868	\$0	\$0	\$42,028,868
Design & Reconstruct Elm Elem K-5	\$32,878,847	\$32,878,847	\$0	\$0	\$32,878,847
Design & Construct Seabridge K-5	\$3,019,331	\$3,019,331	\$0	\$0	\$3,019,331
Design & Reconstruct McKinna K-5	\$36,191,904	\$36,191,904	\$0	\$0	\$36,191,904
Design & Reconstruct Rose Avenue K-5	\$51,071,913	\$46,124,885	\$422,300	\$0	\$46,547,185
Design & Construct Doris/Patterson K-5	\$492,786	\$492,786	\$0	\$0	\$492,786
Design & Construct Doris/Patterson 6-8	\$278,057	\$278,057	\$0	\$0	\$278,057
Design & Improve K-5 Kindergarten Facilities					
Ritchen	\$552,588	\$552,588	\$0	\$0	\$552,588
Brekke	\$275,097	\$275,097	\$0	\$0	\$275,097
McAuliffe	\$321,487	\$321,487	\$0	\$0	\$321,487
Driffill	\$351,773	\$351,773	\$0	\$0	\$351,773
Total K-5 Kindergarten Facilities	\$1,500,945	\$1,500,945	\$0	\$0	\$1,500,945
Design & Construct Science Labs/Academies					
Chavez	\$649,121	\$649,121	\$0	\$0	\$649,121
Curren	\$598,603	\$598,603	\$0	\$0	\$598,603
Kamala	\$619,816	\$619,816	\$0	\$0	\$619,816
Dr. Lopez Academy of Arts & Sciences	\$1,079,278	\$1,079,278	\$0	\$0	\$1,079,278
Fremont	\$1,901,281	\$1,901,281	\$0	\$0	\$1,901,281
Total Science Labs/Academies	\$4,848,099	\$4,848,099	\$0	\$0	\$4,848,099
Project 1 Remaining Adjustment	\$0				
Kindergarten Flex Classrooms					
Brekke	\$1,909,465	\$1,909,465	\$0	\$0	\$1,909,465
McAuliffe	\$2,472,793	\$2,472,793	\$0	\$0	\$2,472,793
Ramona	\$2,192,490	\$2,192,490	\$0	\$0	\$2,192,490
Ritchen	\$2,597,633	\$2,597,633	\$0	\$0	\$2,597,633
Total Kindergarten Flex Classrooms	\$9,172,380	\$9,172,380	\$0	\$0	\$9,172,380
Kindergarten Annex Improvements					
Harrington	\$3,215,039	\$3,215,039	\$0	\$0	\$3,215,039
Lemonwood	\$3,571,599	\$3,641,195	\$0	\$0	\$3,641,195
Total Kindergarten Annex Improvements	\$6,786,638	\$6,856,234	\$0	\$0	\$6,856,234
Marshall K-8 12 Classroom Addition	\$13,019,406	\$13,019,406	\$0	\$0	\$13,019,406
Planning related to MPRs for P/P K-8 Schools	\$166,253	\$166,253	\$0	\$0	\$166,253
Driffill MPR	\$78,099	\$78,099	\$0	\$0	\$78,099
Technology Phase 1	\$12,184,723	\$12,184,723	\$0	\$0	\$12,184,723
Technology Phase 2	\$49,775	\$49,775	\$0	\$0	\$49,775
McAuliffe 21st Century Modernization	\$9,334,017	\$484,166	\$223,104	\$0	\$707,271
Ritchen 21st Century Modernization	\$10,464,897	\$578,488	\$589,493	\$0	\$1,167,981
Design & Reconstruct Fremont Middle	\$65,758,461	\$2,336,502	\$2,055,103	\$0	\$4,391,605
Driffill ECDC	\$9,879,025	\$7,083,220	\$2,535,625	\$0	\$9,618,845
Rose Avenue ECDC	\$4,929,979	\$113,629	\$155,276	\$0	\$268,904
Marina West ECDC	\$10,798,025	\$553,931	\$302,843	\$0	\$856,774
Lemonwood Changing Room	\$1,250,000	\$30,231	\$13,569	\$0	\$43,800
Marshall Changing Room	\$1,250,000	\$30,231	\$13,569	\$0	\$43,800
Design & Reconstruct Dr. Lopez Academy	\$69,679,611	\$0	\$960,944	\$0	\$960,944
Program Planning	\$150,474	\$150,474	\$0	\$0	\$150,474
Program Reserve	\$17,723,464	\$0	\$0	\$0	\$17,723,464
TOTAL	\$456,247,590	\$261,509,618	\$7,271,826	\$0	\$268,781,445

Notes:

1. Fiscal Year 2024-25 expenditures are as of March 31, 2025
2. Budgets have been adjusted per the December 2024 Master Construct and Implementation Program approved by Board
3. Figures presented above are unaudited
4. Approximately \$7.7 million in reported FY2017-18 expenditures for the Doris/Patterson Acquire Land was paid out of COP funds

5.3 PROPOSED PROGRAM MASTER SCHEDULE

As summarized in Tables 10-12, the estimated cost for remaining improvements is estimated to be implemented over three remaining phases (Phases 3-5) beginning in FY2022-23 through FY2030-31. Phase 3 completes improvements at Fremont, McAuliffe, Ritche, and ECDC facilities at Driffill and Marina West. Design activities are underway for the reconstruction of Dr. Lopez 6-8 school and ECDC facilities at Rose Avenue. Changing room projects at Lemonwood and Marshall K-8 schools are also proposed to be completed in this phase. Bond proceeds are proposed to front the brunt of required costs. State modernization grants and awarded and grants under the State’s Preschool/TK/K are projected to be also available and may assist in funding. Estimated developer fees and School Impact Fees from the Teal Club development are proposed to assist with funding, as available. Phase 3 improvements are projected to be complete by the end of FY2025-26.

Table 10: Phase 3 (FY2022-23 – FY2025-26) Master Schedule and Sequencing

Project	Estimated Budget
Rose Avenue K-5	\$7,500,000
McAuliffe K-5	\$9,283,983
Ritche K-5	\$10,019,137
Fremont 6-8	\$65,758,461
Dr. Lopez 6-8	\$4,672,169
ECDC at Driffill	\$9,879,025
ECDC at Marina West	\$10,798,025
ECDC at Rose Avenue	\$580,688
Lemonwood K-8 Changing Room	\$1,250,000
Marshall K-8 Changing Room	\$1,250,000
Land Acquisition COP Lease Payments	\$2,062,500
Total	\$123,053,989
Program Reserve	\$10,382,178
Total Uses	\$133,436,167

Phase 4 completes the ECDC facilities at Rose Avenue and improvements at Curren and Dr. Lopez. Land acquisition COP lease payments would also be provided. Bond proceeds from existing authorization and from the second series of bond sales from Measure “1” would fund a major portion of anticipated costs. The balance is anticipated to be from State grants and developer fee collections. Phase 4 improvements are projected to be complete by the end of FY2030-31.

Table 11: Phase 4 (FY2026-27 – FY 2030-31) Master Schedule and Sequencing

Project	Estimated Budget
ECDC at Rose Avenue	\$4,349,290
Curren K-8	\$26,442,963
Dr. Lopez 6-8	\$65,007,442
Land Acquisition COP Lease Payments	\$2,321,000
Total	\$98,120,695
Program Reserve	\$15,345,565
Total Uses	\$113,466,260

Phase 5 completes improvements at Brekke, Ramona, Driffill, Chavez, Kamala, Marshall, Soria, and Frank. Proceeds from the third series of bond sales from Measure “I” would fund a major portion of anticipated costs. The balance is anticipated to be from State grants. Phase 5 improvements are projected to be complete by the end of FY2034-35.

Table 12: Phase 5 (FY2031-32 - FY2034-35) Master Schedule and Sequencing

Project	Estimated Budget
Brekke K-5	\$8,000,033
Ramona K-5	\$7,354,070
Driffill K-8	\$13,005,183
Chavez K-8	\$14,696,311
Kamala K-8	\$19,708,843
Marshall K-8	\$5,376,218
Soria K-8	\$3,904,945
Frank 6-8	\$15,290,123
Total	\$87,335,726
Program Reserve	\$9,296,721
Total Uses	\$96,632,447

Based on the identified phasing plan, Table 13 provides a summary of proposed projects under management, including those that are currently underway totaling approximately \$232.4 million.

Table 13: Projects Under Management

Project Name	Start Date	End Date	Master Budget
			(Current Dollars)
Rose Avenue	Jan-2017	Apr-2026	\$58,571,913
Fremont 6-8	Dec-2022	Feb-2028	\$65,758,461
Rose Avenue ECDC	Sep-2023	Aug-2028	\$4,929,979
Marina West ECDC	Oct-2023	Feb-2026	\$10,798,025
Lemonwood Changing Room	Mar-2024	May-2026	\$1,250,000
Marshall Changing Room	Mar-2024	May-2026	\$1,250,000
Ritchen Modernization	Jan-2024	Aug-2026	\$10,464,897
McAuliffe Modernization	Apr-2024	Aug-2026	\$9,734,377
Dr. Lopez 6-8	Aug-2024	Feb-2029	\$69,679,611
Total			\$232,437,263

RECOMMENDATIONS

6.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and enforced. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this update report. Budgets will also be reviewed and adjusted, where required, to accommodate actual contract commitments approved by the Board over the next six-month period. Steps will continue to be taken to file for eligible State aid applications and required agency approvals for project development and construction. Status reports will be provided to the Board as needed.

As part of the formal review process, it is recommended that the Board:

- Accept and adopt this semi-annual update to the Enhanced Master Construct
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation including the sale of Measure D bonds
- Establish a date for the next six-month review by the Board

EXHIBIT A

A.1 PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

The table below contains a listing of presentations, workshops, and updates to the Board of Trustees for the Oxnard School District Facilities Implementation Program. Documentation of all Board activities is provided for the prior six months. For documentation of prior related Board Action items, please reference the same section of previous reports.

Date	Board Agenda Item	Agenda Description	Purpose	Action
18-Dec-24	A.18	Presentation of the December 2024 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	Board of Trustees to receive the December 2024 Semi-Annual Implementation Program Update	Information
18-Dec-24	C.4	Approve Change Order #006 from Viola Constructors, to remove and replace existing asphalt and concrete paving that is out of ADA compliant tolerances, in the amount of \$11,800.00	Approval of Change Order #006 for Viola Constructors for the Drifill Elementary School New Transitional Kindergarten Facilities	Approved
18-Dec-24	C.21	Approve the Guaranteed Maximum Price (GMP) according to Amendment #1 to Construction Services Agreement #23-237 and approve Site Lease Agreement #24-179 and Sub Lease Agreement #24-180 with Edwards Construction Group for the Preschool/TK/K Classroom Project at Marina West Elementary School, in the amount of \$4,260,414.69	Approval of Amendment #1 to Construction Services Agreement #23-237, Site Lease Group for the Preschool, TK, K Classroom Project at Marina West Elementary School Agreement #24-179, and Sub Lease Agreement #24-180 with Edwards Construction	Approved
15-Jan-25	A.13	Receive an architectural design "fly through" presentation of the Fremont Middle School Reconstruction Project	Presentation of the Fremont Academy Reconstruction Project	Information
15-Jan-25	C.4	Accept and adopt the December 2024 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program, and that the Board of Trustees direct staff and CFW to proceed with the adjustments to the Program for immediate implementation	Approval and Adoption of the December 2024 Semi-Annual Implementation Program Update as an Adjustment to the Enhanced Master Construct Program	Approved
15-Jan-25	C.6	Approve Amendment #002 to Agreement #23-100 with Kenco Construction Services, Inc., to extend the agreement to ensure the Inspector of Record Services continue for the remainder of the project due to an unforeseen construction project duration extension, in the amount of \$36,960.00	Approval of Amendment #002 for Agreement #23-100 for Inspector of Record Services with Kenco Construction Services, Inc., for New PS/TK facilities at Drifill Elementary School	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
15-Jan-25	C.12	Approval of Agreement #24-187 for Geotechnical Investigation Services with Universal Engineering Sciences UES for the Lemonwood Elementary School Changing Room Project in the amount of \$14,000.00	Approval of Agreement #24-187 for Geotechnical Investigation Services with Universal Engineering Sciences UES for the Lemonwood Elementary School Changing Room Project	Approved
15-Jan-25	C.13	Approval of Agreement #24-188 for Geotechnical Investigation Services with Universal Engineering Sciences UES for the Marshall Elementary School Changing Room Project in the amount of \$14,000.00	Approval of Agreement #24-188 for Geotechnical Investigation Services with Universal Engineering Sciences UES for the Marshall Elementary School Changing Room Project	Approved
5-Feb-25	A.6	The Board will be presented with the Architectural design "fly through" presentation of the Fremont Middle School Reconstruction Project	Presentation of the Fremont Academy Reconstruction Project	Approved
5-Feb-25	C.7	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	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	Approved
5-Feb-25	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	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	Approved
5-Mar-25	C.3	Amendment #1 to Construction Services Agreement #24-143, approve Site Lease Agreement #24-204, and Sub Lease Agreement #24-205 with Viola Inc., to establish the Guaranteed Maximum Price ("GMP") for the Modernization Project at McAuliffe Elementary School, in the amount of \$6,908,240.50	Approval of Amendment #1 to Construction Services Agreement #24-143 with Viola Inc. for the Modernization Project at McAuliffe Elementary School	Approved
5-Mar-25	D.3	Approve Change Order #007 with Viola Constructors, for the Driffill Elementary School New Transitional Kindergarten Facilities, to return funds to the Contractor which had been improperly deducted from the Construction Services Agreement under Change Order #003, in the amount of \$188,150.00	Approval of Change Order #7 for Viola Constructors for the Driffill Elementary School New Transitional Kindergarten Facilities	Approved
19-Mar-25	C.4	Approve Change Order #008 with Viola Constructors, for the Driffill Elementary School New Transitional Kindergarten Project, to install a new pedestrian gate at the Southwest corner of Room 800 and new Audio-Visual systems for the new classrooms, in the amount of \$47,768.93	Approval of Change Order #008 to Construction Service Agreement #22-238 – Viola Constructors for the Driffill Elementary School New Transitional Kindergarten Project	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
2-Apr-25	C.6	Approve Allocation #1 from Amendment #002 for Construction Service Agreement #17-158 with Balfour Beatty Contractors, LLC, for extension of the General Conditions and Lease Term and to cover increased costs associated with labor, material and equipment resulting from City required scope, in the amount of \$2,465,883.00	Approval of Allowance Allocation #1 from Amendment #002 for Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Avenue Elementary School Reconstruction Project	Approved
2-Apr-25	D.5	Approve Agreement #24-215 with Viola Inc., to provide Preconstruction Services for the Lopez Middle School Reconstruction Project, in the amount of \$158,090.00	Approval of Construction Services Agreement #24-215 with Viola Inc. for Preconstruction Services at the Lopez Middle School Reconstruction Project	Approved

EXHIBIT B

B.1 GENERAL OBLIGATION BONDS

General obligation (G.O.) bonds are the most widely used and efficient method of financing school facility improvements locally in California. More than 600 school districts in the state have issued G.O. bonds to finance necessary improvements. These bonds are secured by an annual levy on all taxable parcels within the boundaries of a school district. The levy is based on the assessed value of a parcel as determined by Ventura County (County), pursuant to Proposition (Prop.) 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to a district to finance improvements over time.

B.1.1 EXISTING G.O. BOND AUTHORIZATIONS & PAST ISSUANCES

The District successfully passed a local G.O. bond authorization in 1997, 2006, 2012, 2016, and 2022 respectively. Table B1 summarizes the District's past G.O. bond issuances and provides data for each issuance's sale date, original principal, current outstanding principal, original repayment ratio, and remaining term.

The 1997 authorization approved the sale of \$57 million in G.O. bonds. To date, \$57 million in bonds have been sold, leaving no remaining authorization from the 1997 Election. After the issuance of the 1997 Election bonds, the District issued seven series of refunding bonds between 2001 and 2022 to refinance outstanding 1997 Election bonds and generate debt service savings for District taxpayers. The 1997 Election was approved pursuant to Proposition 46 which required a 2/3 majority of voters to pass, and there is no legal tax rate limit for the purposes of issuing bonds from this authorization. As of June 1, 2025, the outstanding principal to be repaid from the 1997 Election is approximately \$20.6 million.

The 2006 authorization was approved by voters and authorized the sale of \$64 million in G.O. bonds. To date, \$64 million in bonds have been sold, leaving no remaining authorization from the 2006 Election. Subsequent to the issuance of bonds, the District refunded some of the 2006 Election bonds in 2014, 2015, 2016, and 2020 to refinance outstanding 2008 Election bonds and generate debt service savings for District taxpayers. As of June 1, 2025, the outstanding principal to be repaid from the 2008 Election is approximately \$30.7 million.

The 2012 authorization was approved by voters and authorized the sale of \$90 million in G.O. bonds. To date, \$90 million in bonds have been sold, leaving no remaining authorization from the 2012 Election. After the issuance of Election 2012 bonds, the District refunded bonds in 2019, 2020, and 2022 to refinance outstanding 2012 Election bonds and generate debt service savings for District taxpayers. As of June 1, 2025, the outstanding principal to be repaid from the 2012 Election is approximately \$91.6 million.

**Table B1: Summary of District G.O. Bond Authorizations and Past Issuances
(as of June 1, 2025)**

Series	Type	Sale Date	Principal Amount	Principal Outstanding	Repayment Ratio ⁽¹⁾	Years Remaining	Refunded Series
1997 Election (Prop. 46 Election)					Authorization:		\$57,000,000
New Money Issues							
1997A	Tax-Exempt GO Bond	8/5/1997	\$5,000,000	\$0	2.03	0	
1999B	Tax-Exempt GO Bond	6/30/1999	\$13,000,000	\$0	2.02	0	
2000C	Tax-Exempt GO Bond	7/11/2000	\$4,000,000	\$0	2.07	0	
2001D	Tax-Exempt GO Bond	2/20/2001	\$7,800,000	\$0	1.93	0	
2001E	Tax-Exempt GO Bond	7/24/2001	\$15,000,000	\$0	1.95	0	
2002F	Tax-Exempt GO Bond	8/6/2002	\$5,000,000	\$0	1.91	0	
2004G	Tax-Exempt GO Bond	6/30/2004	\$7,200,000	\$0	1.90	0	
Total			\$57,000,000				
Refunding Issues							
2001	Tax-Exempt GO Bond	8/15/2001	\$20,920,000	\$0	1.96	0	97A, 99B, 2000C
2010	Tax-Exempt GO Bond	3/3/2011	\$10,750,000	\$0	1.35	0	01D, 01E, 02F, 04G
2011	Tax-Exempt GO Bond	7/1/2011	\$7,275,000	\$0	1.46	0	01D, 01E, 02F, 04G
2012	Tax-Exempt GO Bond	6/21/2012	\$12,240,000	\$0	1.62	0	01D, 01E, 02F, 04G
2019	Taxable GO Bond	10/31/2019	\$13,765,000	\$10,105,000	1.18	8	01Ref, 11Ref
2020	Taxable GO Bond	9/3/2020	\$13,645,000	\$10,465,000	1.12	9	10Ref, 11Ref, 12Ref
2022	Tax-Exempt GO Bond	6/22/2022	\$380,000	\$0	1.02	0	12Ref
Total			\$20,570,000		1.15	9	
1997 Election 2024-25 Tax Rate: \$0.00					Remaining Authorization:		\$0
2006 Election (Prop. 39 Election)					Authorization:		\$64,000,000
New Money Issues							
2007A	Tax-Exempt GO Bond	2/8/2007	\$32,000,000	\$0	1.83	0	
2008B	Tax-Exempt GO Bond	7/11/2008	\$31,997,467	\$7,077,467	1.98	9	
Total			\$63,997,467				
Refunding Issues							
2014	Tax-Exempt GO Bond	6/4/2014	\$11,835,000	\$2,320,000	1.36	2	2007A
2015	Tax-Exempt GO Bond	4/8/2015	\$14,305,000	\$8,025,000	1.72	12	2007A
2016	Tax-Exempt GO Bond	8/31/2016	\$16,360,000	\$5,000,000	1.23	2	2008B
2020	Taxable GO Bond	9/3/2020	\$9,110,000	\$8,295,000	1.18	9	14Ref, 15Ref
Total			\$30,717,467		1.53	12	
2006 Election 2024-25 Tax Rate: \$21.40					Remaining Authorization:		\$0
2012 Election (Prop. 39 Election)					Authorization:		\$90,000,000
New Money Issues							
2012A	Tax-Exempt GO Bond	12/27/2012	\$18,390,000	\$455,000	1.79	3	
2013B	Tax-Exempt GO Bond	5/30/2013	\$25,500,000	\$610,000	1.99	4	
2014C	Tax-Exempt GO Bond	10/21/2014	\$15,750,000	\$2,025,000	2.07	14	
2015D	Tax-Exempt GO Bond	7/22/2015	\$30,360,000	\$3,040,000	1.89	4	
Total			\$90,000,000				
Refunding Issues							
2019	Taxable	10/31/2019	\$13,057,988	\$12,020,000	1.48	19	2012A, 2013B
2020	Taxable GO Bond	9/3/2020	\$68,020,000	\$64,095,000	1.38	20	2013B, 2014C, 2015D
2022	Tax-Exempt GO Bond	6/22/2022	\$10,238,000	\$9,378,000	1.39	19	2012A
Total			\$91,623,000		1.43	20	
2012 Election 2024-25 Tax Rate: \$45.50					Remaining Authorization:		\$0
2016 Election (Prop. 39 Election)					Authorization:		\$142,500,000
New Money Issues							
2017A	Tax-Exempt GO Bond	3/15/2017	\$81,000,000	\$80,910,000	2.13	22	
2018B	Tax-Exempt GO Bond	3/14/2018	\$13,996,626	\$12,631,710	2.16	23	
2020C	Tax-Exempt GO Bond	11/24/2020	\$10,995,135	\$10,800,135	1.99	26	
Total			\$105,991,760	\$104,341,845	2.12	26	
2016 Election 2024-25 Tax Rate: \$27.20					Remaining Authorization:		\$36,508,240
2022 Election (Prop. 39 Election)					Authorization:		\$215,000,000
New Money Issues							
2023A	Tax-Exempt GO Bond	3/30/2023	\$76,515,000	\$76,515,000	1.98	29	
2022 Election 2024-25 Tax Rate: \$23.90					Remaining Authorization:		\$138,485,000
All Elections Total			\$393,504,228	\$323,767,312	1.77	29	
Aggregate 2024-25 Tax Rate: \$118.00							

Sources: Electronic Municipal Market Access (EMMA), Thomson Reuters, County
⁽¹⁾ Repayment ratio upon issuance of bonds; total represents weighted average of all outstanding bonds

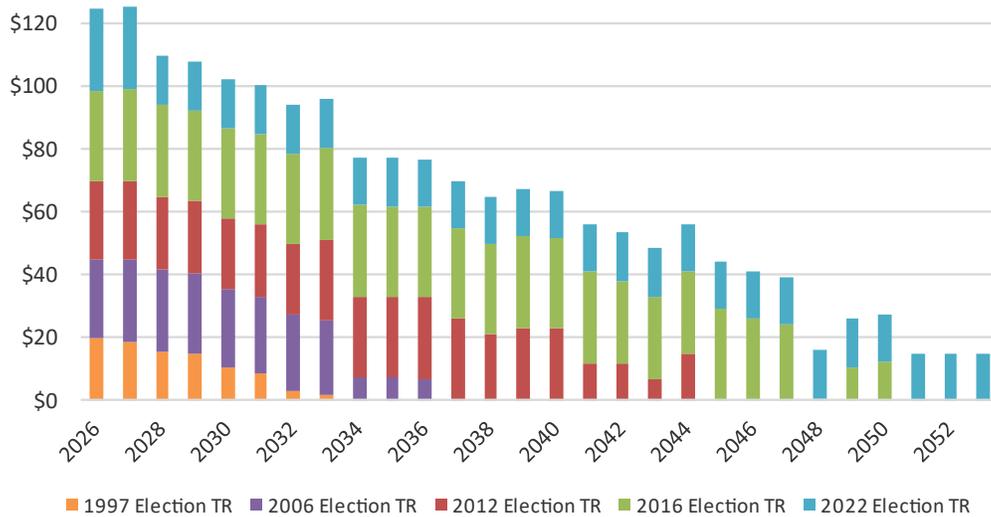
The 2016 authorization was approved by voters and authorized the sale of \$142.5 million in G.O. bonds. To date, \$104.9 million in bonds have been sold, leaving a remaining authorization of \$36.5 million from the 2016 Election. As of June 1, 2025, the outstanding principal to be repaid from the 2016 Election is approximately \$104.3 million.

The 2022 authorization was approved by voters and authorized the sale of \$215 million in G.O. bonds. To date, \$76.5 million in bonds have been sold, leaving a remaining authorization of \$138.5 million from the 2022 Election. As of June 1, 2025, the outstanding principal to be repaid from the 2022 Election is approximately \$76.5 million.

Each of the 2006, 2012, 2016, 2022 authorizations were approved pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing bonds from each respective authorization. The District’s currently outstanding bonds, and subsequent refunding of these bonds, account for approximately \$323.8 million in outstanding principal. All outstanding bonds are scheduled to be repaid by fiscal year (FY) 2053-54.

Figure B1 indicates the estimated tax rate required to pay the principal and interest for the District’s outstanding bonds. In FY 2024-25, Ventura County levied an aggregate tax rate of \$118.00 per \$100,000 of assessed value for the District’s outstanding G.O. bonds. Based on the interest and principal payments scheduled for the repayment of outstanding bonds and an average annual assessed value growth of 4 percent (4.0%) over the remaining term of the bonds, it is estimated that the annual tax rate to repay the bonds will begin to gradually decline over the next four years and continue to decline more rapidly thereafter.

Figure B1: Estimated District G.O. Bond Tax Rates Per \$100,000 of Assessed Value

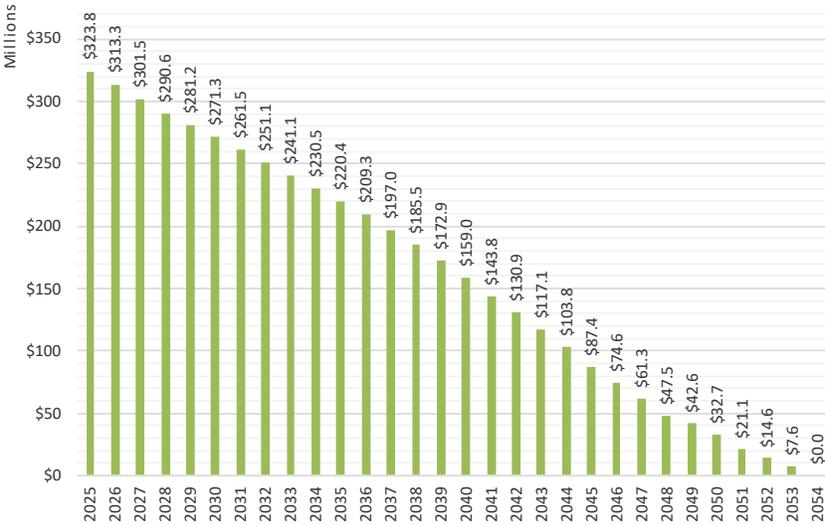


**Assumes AV growth 4% annually on average*

The District’s current outstanding bonds, and subsequent refunding of these bonds, account for approximately \$324 million in outstanding principal. All outstanding bonds are scheduled to be repaid by fiscal year FY 2053-54, with total annual payments ranging between \$6.9 million and \$24.0 million for the

next 30 years. Total principal to be repaid year-to-year ranges from \$5.0 million to \$16.4 million, while interest payments range from \$323,425 to \$13.1 million. Figure B2 indicates that the District had approximately \$324 million in total outstanding G.O. bonded indebtedness in FY 2024-25 and is anticipated to decline thereafter absent any additional G.O. bond sales. Absent any additional debt issuance, all current outstanding principal is scheduled to be retired by the end of FY 2053-54.

Figure B2: Remaining G.O. Bond Principal Outstanding Over Time



B.1.2 FUTURE BOND SALES

The District has remaining G.O. bond authorization from both the 2016 Election and the 2022 Election. Both authorizations are also subject to the provisions of Proposition 39 which requires a school district to certify that the estimated tax rate to repay subsequent bond sales would not exceed \$30 per \$100,000 of assessed value and establish a Bond Oversight Committee to review annual performance audits of the bond fund expenditures.

Similar to the District’s previous bond programs subject to Prop. 39, the availability of future bond funds is dependent on the District’s assessed valuation growth to accommodate the Prop. 39 tax rate allowance of \$30 per \$100,000 of assessed value for non-unified school districts in California.

The District’s total assessed valuation serves as the source from which tax revenues are derived for the purpose of repaying the District’s bond debt service. As the assessed value grows, so does the District’s ability to repay a greater amount of bond debt service and therefore its ability to issue additional bonds. Table B2 presents a history of the District’s assessed valuation. Historically, assessed value has increased with some minimal periods of decline. During the early to late 2000s, the District experienced assessed value growth ranging from approximately 9 to 14 percent annually. This coincided with a period of strong economic performance statewide. Conversely, as the economy contracted during the Great Recession, the District’s assessed valuation experienced periods of contraction in FY 2010 through FY 2012. Overall, assessed valuation growth averaged 4.3 percent annually over the last 20 years. Most recently, over the

last 5-year period, the annual assessed valuation growth rate has averaged 4.5 percent. While annual assessed valuation growth has slowed compared to the mid-2000s, it may indicate a more sustainable pace of economic expansion within the District.

Table B2: Historic District Total Assessed Valuation

FYE	Assessed Valuations	
	Total	% Change
2005	\$7,583,558,704	14.29%
2006	\$8,657,971,155	14.17%
2007	\$9,931,635,061	14.71%
2008	\$10,883,340,116	9.58%
2009	\$10,923,360,081	0.37%
2010	\$10,256,972,528	-6.10%
2011	\$10,222,956,307	-0.33%
2012	\$10,128,841,659	-0.92%
2013	\$10,224,776,805	0.95%
2014	\$10,523,302,599	2.92%
2015	\$11,258,539,314	6.99%
2016	\$11,811,053,863	4.91%
2017	\$12,231,081,218	3.56%
2018	\$12,813,934,964	4.77%
2019	\$13,410,386,931	4.65%
2020	\$14,062,908,693	4.87%
2021	\$14,639,854,133	4.10%
2022	\$15,163,509,508	3.58%
2023	\$16,040,644,236	5.78%
2024	\$16,829,203,339	4.92%
2025	\$17,524,548,271	4.13%
5-Year Average		4.50%
10-Year Average		4.52%
20-Year Average		4.28%

Education Code 15102 limits the amount of outstanding principal bonded indebtedness a school district may have outstanding when considering the sale of additional G.O. bonds. For an elementary school district, bonded indebtedness cannot exceed 1.25 percent of the District’s total assessed valuation at the time bonds are to be sold. The bond limit may be exceeded by obtaining a waiver from the State.

In May 2023, the State approved the District’s request for a Debt Limit Waiver, enabling the District to issue bonds up to 2.14 percent of the District’s total assessed valuation. As calculated in Table B3, using the District’s current total assessed value and effective debt limit, the District has a gross bonding capacity of approximately \$375.0 million. Table B3 indicates that the District had approximately \$323.8 million in total outstanding G.O. bonded indebtedness as of 2024-25, resulting in a current net bonding capacity of approximately \$51.3 million. Overall, the District is currently utilizing 147.80 percent of its Statutory bonding capacity.

Table B3: District’s Bonding Capacity

Fiscal Year 2024-25	
ASSESSED VALUATION	
Secured Assessed Valuation	\$16,622,288,200
Unsecured Assessed Valuation	\$902,260,071
DEBT LIMITATION	
Total Assessed Valuation	\$17,524,548,271
Applicable Bond Debt Limit with Waiver *	2.14%
Bonding Capacity	\$375,025,333
Outstanding Bonded Indebtedness	\$323,767,312
NET BONDING CAPACITY	\$51,258,021
% of Capacity Current Used	86.33%
<small>* 2023 Waiver</small>	
HARDSHIP ANALYSIS	
Hardship Requirement	60.00%
Statutory Bonding Capacity (1.25% AV)	\$219,056,853
Outstanding Bonded Indebtedness	\$323,767,312
% of Statutory Bonding Capacity Utilized	147.80%

Additional bonding capacity requires an increase in the assessed valuation of the District over time and/or the repayment outstanding principal. The District may also elect to pursue authorization from the State Board of Education for an additional waiver to increase its bonding capacity as it has successfully obtained in the past.

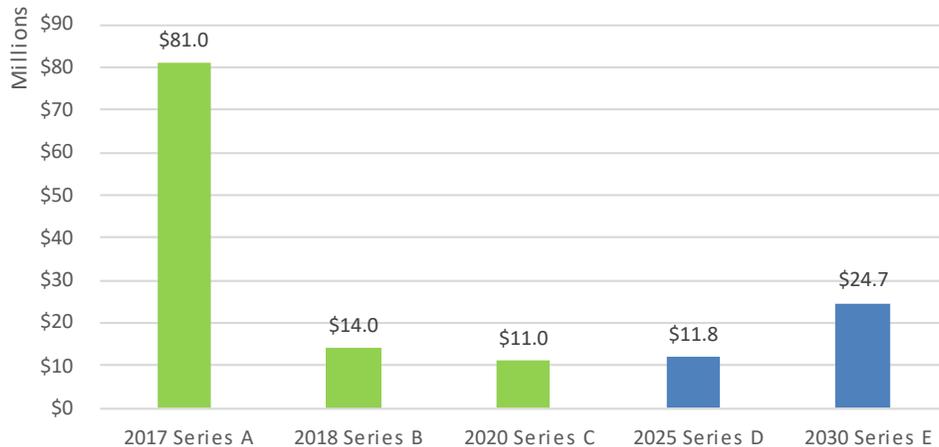
B.1.2.1 ADDITIONAL G.O. BOND SALES – 2016 ELECTION

The availability of future bond funds is dependent on the District’s assessed valuation growth to accommodate the Prop. 39 tax rate allowance of \$30 per \$100,000 of assessed value for elementary school districts in California. Based on Prop. 39, under which Measure “D” was held, the District is legally permitted to sell bonds up to the amount authorized by voters, so long as the bonds may be reasonably supported by a maximum tax rate per year of \$30 per every \$100,000 of assessed property value. The tax rate to repay the outstanding Measure D bonds commenced in fiscal year 2018-19; for the current fiscal year 2024-25, the County is levying a rate of \$27.20 per \$100,000 of assessed property value.

Figure B3 presents the amount of bonds issued to date and the amount that may be issued in the future assuming certain conditions. First, it is assumed that assessed value will continue to grow at approximately 89 percent of its last five-year average rate, or 4 percent per year. It also assumes that the repayment of any new bonds to be sold will not exceed the \$30 per \$100,000 assessed valuation tax rate. Figure 5 illustrates the estimated timing and size of remaining bond issuances in support of the Master Construct

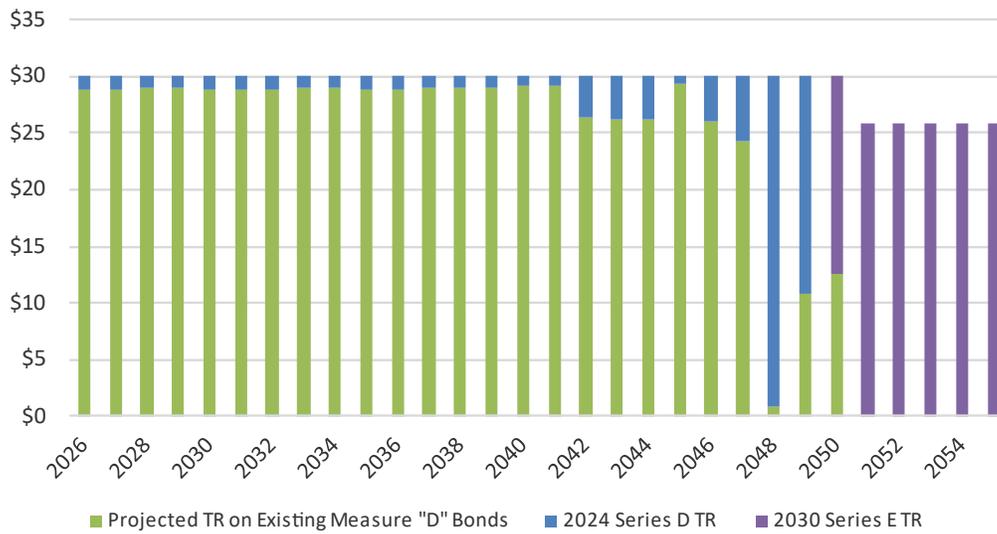
Program. In total \$36.5 million in authorization remains from Measure “D” which may be issued as indicated over two bond sales.

Figure B3: Estimated Timing and Sizing of Future Measure “D” Bond Issuances



The availability of additional funds issued in 2020 Series C is credited to the District’s growth in assessed valuation and current interest rates for similarly rated California school districts. To access the bond proceeds and to conform to the Program’s constraints including the \$30 tax rate, the District will need to utilize Capital Appreciation Bonds (CABs). CABs are bonds that may defer principal and interest repayments in order to better accommodate debt service repayment requirements and available tax revenues. As such, they tend to require a higher rate of interest for repayment. This may increase the overall cost of borrowing; however, the overall program has benefited from lower than expected interest rates and it is estimated based on current market conditions that the total repayment ratio for all Measure “D” bonds will be lower than the overall repayment ratio estimated to voters at the time of the election. It is estimated that the balance of the Measure “D” authorization will be issued over two future tranches currently scheduled for 2025 and 2030, subject to Board review and approval. The estimated amounts of \$11.8 million for the 2025 Series D issuance and \$24.7 million for the 2030 Series E issuance assume 4 percent average annual District assessed value growth moving forward. In addition, the average interest rate is assumed to be 5.1 percent, which is higher than the most recent 2020 Series C issuance. Bond terms are assumed to be 25 years and will likely utilize CABs. Actual bond proceeds from future issuances may differ from the estimates provided here and will depend on both District needs and market conditions at the time of sale. This analysis includes assessed values for 2024-25 as published by the County.

Figure B4: Projected Tax Rates (per \$100,000 AV) on Existing and Future Measure “D” Bond Issuances



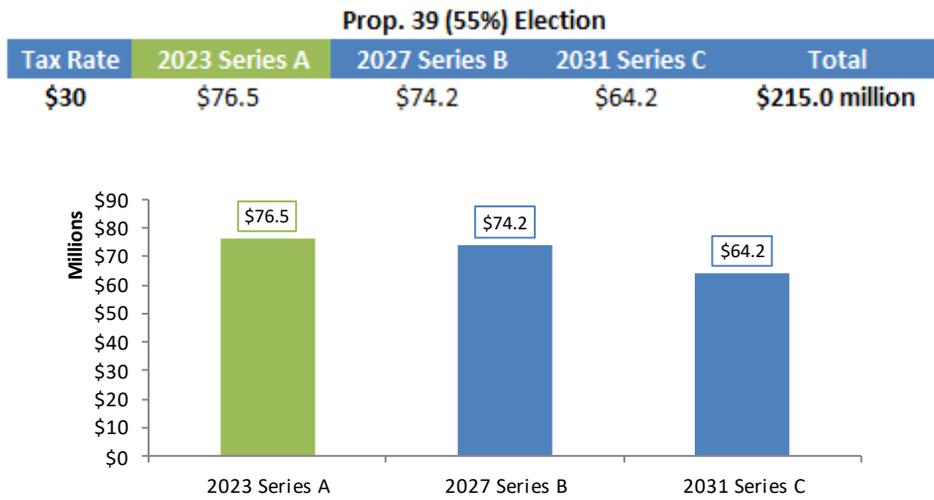
B.1.2.1 ADDITIONAL G.O. BOND SALES – 2022 ELECTION

Proposition 39 authorizes school districts to issue new bonds upon a 55 percent affirmative vote by the local electorate in a regularly scheduled election. For an elementary school district, the maximum tax rate to be levied at the time bonds are sold must not exceed \$30 per \$100,000 of assessed value. In addition, districts must agree to be subject to certain conditions, including the establishment of a project list, an independent citizens’ oversight committee, and annual performance and financial audits. The District has a history of conducting Proposition 39 elections and issuing bonds consistent with these requirements.

In November 2022, voters in the District approved and authorized a new general obligation bond program which was structured to meet the above requirements and mitigate the delay or future lack of State aid funding of proposed projects. Assuming that the District’s assessed valuation continues to grow at an annual average of 4.0 percent and that the District implements the maximum tax rate of \$30 per \$100,000 of assessed value allowed by Proposition 39 over a 30-year term for each bond sale, the District could generate approximately \$215 million in bond proceeds over a projected 8-year period based on market conditions at the time of the election.

In March 2023, the District issued the first series of bonds from the 2022 Election authorization in the amount of approximately \$76.5 million. The size and timing of the remaining bond sales depend on the needs of the overall program and can be structured to allow projected assessed valuation growth between bond issuances so that required tax rates for bond repayments stay within the estimated Proposition 39 rate of \$30 per \$100,000 of assessed valuation. The issuance of additional bonds required authorization from the State Board of Education for a waiver to increase its bonding capacity which the District has been successfully granted in the past. The application for this waiver was submitted to the State Board of Education and was approved at its May 2023 meeting.

Figure B5: Estimated 2022 Election Bond Proceeds



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: August 20, 2025

Agenda Section: Section D: Action Items

Approval of an Administrative Service Credential Variable Term Waiver for Leticia Beltran to Serve as Assistant Principal and for Anthony Unchangco to Serve as Manager of Special Programs for the 2025-2026 School Year. (Carroll/Cordes)

The District is recommending that the Board of Trustees approve this action item for an Administrative Service Credential Variable Term Waiver for Leticia Beltran to serve as Assistant Principal and for Anthony Unchangco to serve as Manager of Special Programs for the 2025-2026 School Year until the employees receive an Administrative Service Credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Variable Term Waiver, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll

Date of Meeting: August 20, 2025

Agenda Section: Section D: Action Items

Approval of Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) Waiver for Mariah Melgoza for the 2025-2026 School Year (Carroll/Cordes)

The District is recommending that the Board of Trustees approve this action item for a BCLAD Waiver, as described under Education Code 44265.3, for Mariah Melgoza, to serve as a Dual Language Instruction (DLI) teacher for the 2025-2026 school year until the employee receives a BCLAD.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the BCLAD Waiver, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: August 20, 2025

Agenda Section: Section D: Action Items

Adoption of Resolution No. 25-06 Emergency Resolution to Determine that an Emergency Existed Regarding Marina West Elementary School Gas Leak (Pifko/Bennett)

Public Contract Code section 20113 provides that in the case of an emergency, a school district may, with the unanimous approval of the governing board and approval of the county superintendent of schools, contract for the performance of labor and purchase of materials without advertising for or inviting bids in an emergency when such work is necessary to permit the continuance of existing school classes or to avoid danger to life and property.

This item seeks Board approval for Resolution No. 25-06, which formally declares an emergency under Public Contract Code section 20113 due to repeated and hazardous gas leaks at Marina West Elementary School. The initial leak, discovered on June 2, 2025, was traced to the rooftop gas line on Building 300. Although initial repairs were completed by June 3, additional leaks occurred on June 6 and June 7, resulting in a full evacuation and disruption of school operations. The Facilities team and Oxnard Fire Department responded swiftly to mitigate immediate dangers.

Due to the deteriorated condition of approximately 30-year-old piping and continued exposure to a marine environment, the District determined that a full gas line replacement was urgently required. This emergency has compromised key operational systems, including heating, hot water, and cafeteria services, prompting the relocation of summer school programs to McKinna Elementary.

To expedite necessary repairs and avoid further danger or disruption, the District contracted Stay Forever Inc. to perform the emergency replacement of the rooftop gas piping system, including survey, demolition, new code-compliant installation, pressure testing, and cleanup. Upon Board approval, Resolution No. 25-06 will be submitted to the Ventura County Superintendent of Schools for final authorization.

FISCAL IMPACT:

\$188,675.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and Director of Facilities, that the Board of Trustees adopt Resolution No. 25-06 as presented.

ADDITIONAL MATERIALS:

Attached: [Resolution No. 25-06 \(2 pages\)](#)

[Stay Forever Inc. Invoice \(2 pages\)](#)

RESOLUTION NO. 25-06

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT AUTHORIZING EMERGENCY
CONTRACTING FOR THE COMPLETION OF GAS PIPING
SYSTEM REPLACEMENT AT MARINA WEST SCHOOL
PURSUANT TO THE UNIFORM PUBLIC CONSTRUCTION
COST ACCOUNTING ACT**

WHEREAS, in accordance with the Uniform Public Construction Cost Accounting Act ("Act"), which is set forth at Section 22000 et seq. of the Public Contract Code ("PCC"), the Board of Trustees of the Oxnard School District ("District") previously elected to subject the District subject to the uniform construction cost accounting procedures adopted by the State Controller in accordance with the Act ("Uniform Accounting Procedures"); and

WHEREAS, pursuant to PCC Section 22035, a governing body of a public agency that has elected to make itself subject to the Uniform Accounting Procedures, in cases of emergency when repair or replacements are necessary, without giving notice inviting bids, may proceed at once to replace or repair any public facility, but if notice inviting bids will not be given, the public agency must comply with PCC Section 22050; and

WHEREAS, in accordance with PCC Section 22050, the Board may, by a four-fifths vote, authorize a direct contract without bidding to repair or replace a public facility in an emergency, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, provided the Board finds, based on substantial evidence, that (1) the emergency will not permit a delay resulting from a competitive solicitation for bids, and (2) that the action is necessary to respond to the emergency; and

WHEREAS, if the Board orders any action specified in PCC Section 22050(a)(1), the Board shall review the emergency action at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action. When the Board reviews the emergency action, it shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts; and

WHEREAS, the current gas piping system at Marina West School is currently inoperable and unable to provide the necessary hot water, heating, and cooking capabilities, as designed; and

WHEREAS, the District has been able to maintain essential educational services in light of the current state of the gas piping system by relocating the summer school programs to McKinna Elementary School; and

WHEREAS, a delay from advertising for and seeking competitive bids, in this instance, would further the disruption of such essential safety measures and functionality; and

NOW, THEREFORE, be it hereby resolved that:

1. The recitals set forth herein are true and correct, and hereby adopted as findings of the Board.
2. The Board finds the immediate and sudden need for the completion of the Project, in order to eliminate the Emergency Circumstances, which necessitate emergency contracting for completion of the Project.
3. The Superintendent, or her designee, is authorized to take any and all action necessary to effectuate the purpose and intent of this Resolution, including, but not limited to, executing the necessary contract documents, authorizing the issuance of pay warrants, and entering into any settlement agreements necessary to resolve the completion of the Project.
4. This Resolution shall take effect immediately upon approval and adoption by the Board of Trustees and shall remain in effect until rescinded or terminated by the Board of Trustees.

PASSED AND ADOPTED by the Board of Trustees at a regular board meeting held on the 20th day of August 2025, by the following vote on roll call:

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

Veronica Robles-Solis
President of the Board of Trustees of the
Oxnard School District

Brian Melanephy
Clerk of the Board of Trustees of the
Oxnard School District



CLIENT NAME:

OXNARD SCHOOL DISTRICT

PROJECT ADDRESS:

Marina West Gas Line

.....
OUR MISSION

Stay Forever Construction Inc. is a top choice for multifamily, commercial, and custom home build in Southern California. With 25 years of experience and over 10 years as a licensed General contractor, we pride ourselves on customer satisfaction and communication.

SCOPE OF WORK:

1. Objective

The objective of this project is to safely remove and replace all exposed natural gas piping systems currently located on the rooftop of the building. This work is intended to ensure full compliance with the most current National Plumbing Code standards, and to improve the safety, reliability, and durability of the gas distribution system serving Marina West School.

2. Scope of Work

STAY FOREVER, will provide all labor, materials, equipment, tools, transportation, and supervision necessary to complete the following:

2.1 Demolition and Removal

Identify and document all exposed natural gas lines on the rooftop.
Safely depressurize and isolate all existing rooftop gas lines prior to removal.

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: August 20, 2025

Agenda Section: Section C: Consent Agenda

Approval of Allowance Allocation #4 from Amendment #002 to Construction Services Agreement #17-158, Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Pifko/Bennett/CFW)

The Board established a Budget for the Rose Avenue Reconstruction Project of \$58.6 Million.

As a part of the Budget, the Board approved Amendment #2 to Agreement #17-158 on February 05, 2025 to establish an allowance 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 extended the Site Lease and Sub Lease Agreements through the completion of the Phase 1 portion of the Project.

The Contractor is seeking approval of draws from Amendment #4 to fund the increased costs associated with labor, material and equipment resulting from City required scope. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval prior to placement on the Agenda. The accompanying document lists all the account draws approved to date for the Contractor Allowance.

The allowance began with a fund balance of Seven Million Five Hundred Thousand and No Cents (\$7,500,000.00). This request totals One Hundred Sixty-Four Thousand Nine Hundred Seventy-Five Dollars and Zero Cents (\$164,975.00) leaving a fund balance of Three Million Nine Hundred Forty-One Thousand Seven Hundred Twenty-Three Dollars and Zero Cents (\$3,941,723.00).

FISCAL IMPACT:

\$164,975.00 - Enhanced Master Construct Program. There is no recommended increase to the Project Budget.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Allocation #4 in the amount of \$164,975.00.

ADDITIONAL MATERIALS:

- Attached:** [Contractor Allowance Allocation #4 \(3 Pages\)](#)
- [CDR 393 \(Epoxy Coating\) \(8 Pages\)](#)
- [CDR 394 R1 - CE 365 \(Slurry La Puerta\) \(4 Pages\)](#)
- [CDR 395 - CE 365 \(Trench Plate Rentals\) \(19 Pages\)](#)
- [CDR 396 - CE 365 \(City Inspection Fees - Sewer Water\) \(6 Pages\)](#)

CDR 397 - CE 365 (Sidewalk) (10 Pages)
CDR 398 - CE 365 (Storm Drain) (5 Pages)
CDR 399 - CE 365 (Fire Line) (6 Pages)
CDR 401 - CE 365 (Irrigation Connection) (10 Pages)
CDR 402 - CE 365 (Radar Tile) (6 Pages)
CDR 403 - CE 365 (Crosswalk Modifications) (7 Pages)
CDR 406 - CE 365 (Directional Signage) (6 Pages)
CDR 407 - CE 365 (Roof Power Washing) (10 Pages)
CDR 408 - CE 365 (Bird Spikes) (14 Pages)
CDR 410 - CE 365 (Addtl Cleaning) (59 Pages)
CDR 411 - CE 365 (Booster Pump Electrical Feed) (14 Pages)
Amendment #2 (15 Pages)
Agreement #17-158, Balfour Beatty Construction (24 Pages)



CONTRACTOR OFF-SITE AMENDMENT #2 ALLOCATION APPROVAL #4

Date: 08/20/2025

Contractor Amendment #2 Allowance Approval NO.4

PROJECT: Rose Ave. ES K-5 Reconstruction
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-158

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT: IBI/Arcadis
537 South Broadway
Los Angeles CA 90015

CONTRACTOR: Balfour Beatty Construction LLC
13520 Evening Creek Dr. North #270
San Diego CA 92128

Architects Proj. No.: 109990
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-119284

Attn: Dennis Kuykendall

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

ORIGINAL CONTRACTOR ALLOWANCE SUM PER AMENDMENT #2	\$ 7,500,000.00
NET CHANGE - ALL PREVIOUS CONTRACTOR ALLOCATIONS.....	\$ 3,393,302.00
ADJUSTED ALLOWANCE SUM	\$ 4,106,698.00
NET CHANGE – ALLOCATION #4	\$ 164,975.00

Total Allocations to Date:\$ 3,558,277.00

ADJUSTED ALLOWANCE SUM THROUGH NO #4\$ 3,941,723.00

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:September 30, 2025

Total Contractor Contingency Allocation Approval No. 4 \$164,975.00

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 #393 V2 – Install epoxy coating inside of grease interceptor tank per City Requirements			\$11,008.00	
2.	CDR #394 R1 – Furnish and install roadway slurry sealcoat per City mandated additional scope			\$36,591.00	
3.	CDR #395 – Extension of trench rental plates due to the off site connections required by the City of Oxnard			\$21,376.00	
4.	CDR #396 – City of Oxnard Inspection costs related to City Off-Site approvals			\$2,281.00	
5.	CDR #397 – Additional City sidewalk removal and replacement related to work on the City approved Off-Site plans			\$7,422.00	
6.	CDR #398 – Lower storm drain lines at La Puerta per City Off-Site plan requirement			\$2,457.00	
7.	CDR #399 – Chlorinate fire water lines required per City Off-Site approvals			\$1,721.00	
8.	CDR #401 – Revise irrigation backflow configuration per City Requirements			\$1,270.00	
9.	CDR #402 – Provide and install added ceiling tiles for Audio Visual equipment			\$6,201.00	
10.	CDR #403 – Rework of crosswalk and La Puerta/Driskill intersection per City direction			\$8,528.00	
11.	CDR #406 – Provide additional directional signage due to City off site plan approval			\$1,027.00	
12.	CDR #407 – Power wash all building roofs and gutters due to City off site approval delay			\$15,190.00	
13.	CDR #408 – Furnish and install bird spikes			\$10,896.00	
14.	CDR #410 – Secondary		D-2	\$35,826.00	

Contractor Amendment #2 Allowance Allocation Approval - Exhibit D
Oxnard School District

	cleaning of all buildings exterior				
15.	CDR #411 – Revise Booster pump electrical feed to accommodate City backflow revisions			\$3,181.00	
	Total			\$164,975.00	

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

Contingency	Owner	<input checked="" type="checkbox"/>	Oxnard School District
Draw	Architect	<input checked="" type="checkbox"/>	IBI Group
Request (CDR)	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Change Order Request #: 393 V2 Date: 6-30-2025
--	---

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 386 – CDR 393 V2 – RFI 614 Epoxy Coating for Interior of Grease Interceptor Apply interior lining and protective coating to the grease interceptor with Polycoat-Aquaseal.	\$ 11,008.00
--	--------------

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
------------------------------	------------------------	------------------------------------

By: <u>Rafael Ramirez</u>	By: _____	By: <u>(initials) RECOMMENDED</u>
Date: <u>2025-06-30</u>	Date: _____	Date: <u>7-9-25</u>

OWNER - Oxnard School District

By: [Signature] Date: 7/18/25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	6-30-2025
Permit Number:	DSA# 03-119284	Change Event No.:	386
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 386 – CDR 393 V2 – RFI 614 Epoxy Coating for Interior of Grease Interceptor

Apply interior lining and protective coating to the grease interceptor with Polycoat-Aquaseal.

A. Subcontractor's Cost			
Burns Pacific			
Polycoat-Aquaseal	\$	10,062.87	
Insurance @ 1%	\$	101.65	
		Subtotal B: \$	10,164.52
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
Overhead & Profit 5% of Subtotal A	\$	508.23	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	508.23
D. Bond at 1%			
		Subtotal D: \$	110.08
E. Builders Risk Insurance at 1%			
		Subtotal E: \$	110.08
F. General Liability at 1.04%			
		Subtotal F: \$	114.48
Grand Total = (A + B + C + D + E + F)		\$	11,008.00

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)



Signature

2025-06-30

Date

CHANGE ORDER REQUEST

COMPANY: Balfour Beatty Construction
ADDRESS: 13520 Evening Creek Drive, Suite 270
 San Diego, CA 92128
JOB LOCATION: Rose Ave. Elementary School

BID NO: 5769
COR NO: 57 Ver. 2 **RE**
PO or RFI NO: N/A
JOB NO: 21-17
BID DATE: 06/27/25
BID REVISION DATE:

CONTACT: Rafael Alamillo
CELL: (805) 208-7462
OFFICE:
EMAIL: ralamillo@balfourbeattyus.com

BY: Michael Moraga
CELL:
OFFICE: (805) 371-4171
EMAIL: mmoraga@burnspacific.com

SCOPE OF WORK: Enter confine space and line grease interceptor.

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
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WORK ITEMS:

- 1 Clean and prepare pipe
- 2 Line interior and apply protective coating
- 3 Clean-up

ESTIMATED LABOR & EQUIPMENT COST:

2	Laborers (Day 1)	8	Hrs	\$119.39	\$955.12
3	Laborers (Day 2)	24	Hrs	\$119.39	\$2,865.36
				LABOR TOTAL	\$3,820.48
	Crew Truck w/Tools	8	Hrs	\$49.00	\$392.00
				EQUIPMENT TOTAL	\$392.00

ESTIMATED MATERIAL COST:

	White Cap - Quote 66894237 5Gal AQUASEAL				
	Vertical Application Polycoat	4	EA	\$272.99	\$1,091.96
	Misc. Rollers & Brushes	1	LS	\$200.00	\$200.00
	Protective Gear	1	LS	\$775.00	\$775.00
				MATERIAL	\$2,066.96
				TAX 9.25%	\$191.19
				MATERIAL & TAX TOTAL	\$2,258.15

ESTIMATED OTHER COST:

Trench Shoring - Confined Space Tripod Rental Quote RQ20031397	1	EA	\$2,648.70	\$2,648.70
			OTHER COST TOTAL	<u>\$2,648.70</u>
			DIRECT COSTS SUBTOTAL	\$9,119.33
			EQUIPMENT, MATERIAL & OTHER COST MARKUP	\$794.83
			DIRECT COSTS TOTAL	<u>\$9,914.16</u>
			BOND FEE 1.50%	\$148.71
			GRAND TOTAL	<u><u>\$10,062.87</u></u>

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.

WHITE CAP[®] ON ACCOUNT



007 - Ventura
6086 Nicolle St
Ventura, CA, 93003
(805) 644-2226

QUOTE

66894237

THIS IS A QUOTE ONLY DO NOT SHIP OR
TENDER FUNDS

Sold To: 2187000
BURNS-PACIFIC CONST.
3541 OLD CONEJO RD., STE 114
NEWBURY PARK, CA, 91320
805-371-4171

Ship To : STOCK.540193,10000205795
6450 LOS ANGELES AVE
VENTURA, CA, 93004
Job Site Contact:
Job Site Phone:
Map #:

02:27 PM

Ordered By: EDDIE RIVERA

Contact Phone:

Quote Number		Quote Date	Valid Until	Request Date	Sales Person	
				06/30/2025	Collazo, M	
Terms		Shipping Method	Quote Name	Customer PO	Created By	
210THN11TH		11. Ready Will Call			Villareal, J	
SEQ	Part#	Description	Ord Quantity	U/M	Price	Amount
	H/M			Unit WT	COO	
0	145AS5000V	5GAL AQUASEAL VERTICAL APPLICATION POLYCOAT	4	PL 50 LBS	\$272.99	\$1,091.96

Shipped amount		\$1,091.96
Order charges		\$0.00
Tax amount		\$84.63
Lumber Tax rate/amount	1.00%	\$0.00
Quote total		\$1,176.59



"Commitment To Safety & Service"
Since 1973

TRENCH SHORING COMPANY

13826 Princeton Ave.
MOORPARK, CA 93021

Office: 805-529-4614

stephen@trenchshoring.com

www.trenchshoring.com

Page 1 of 2

RENTAL QUOTE

NO.RQ20031397

06/27/25

CUSTOMER NO. 2848
 CUSTOMER NAME BURNS PACIFIC CONSTRUCTION
 ORDER BY MARIA
 PHONE NO. 805-371-4171
 SHIPMENT METHOD DELIVERY

P.O. NO.
 JOB NO. 21-17
 LOCATION 1960 La Puerta Ave
 OXNARD, CA 93030

NOTES:

QUOTE FOR TRIPOD AND ACCESSORIES

QTY	EQUIPMENT	WEIGHT (EA)	MINIMUM	DAILY (EA)	WEEKLY (EA)	4 WEEK (EA)
1	7020000000 DBI/SALA TRIPOD 7' - KIT	-	1 DAY	0.00	0.00	0.00
1	7020000001 DBI/SALA SAFETY HARNESS	-	1 DAY	8.20	24.60	73.80
1	7020000002 DBI/SALA TRIPOD 7' ALUMINUM & BASE CHAIN	-	1 DAY	79.40	238.20	714.60
1	7020000003 DBI/SALA TRIPOD MOUNT BRACKET	-	1 DAY	0.00	0.00	0.00
1	7020000004 DBI/SALA BAG FOR 7' TRIPOD	-	1 DAY	0.00	0.00	0.00
1	7020000005 DBI/SALA SELF RETRACT LINE 50'	-	1 DAY	39.70	119.10	357.30
1	7020000006 DBI/SALA SRL BAG	-	1 DAY	0.00	0.00	0.00
1	7010000001 GFG G450 - 4 GAS DETECTOR	-	1 DAY	119.10	357.30	1,071.90
1	9999004033 GFG G450 OPERATION MANUAL GFG G450 OPERATION MANUAL	-	1 DAY	0.00	0.00	0.00
1	7000000001 GENERAL BLOWER GAS 8" W/ DUCT	-	1 DAY	47.90	143.70	431.10
ESTIMATED RENTAL TOTALS		-		294.30	882.90	2,648.70

* NO SALES TAX ON RENTALS



Product Description

Polycoat-Aquaseal® 5000 is a single component, liquid applied, bitumen modified, coal tar free, moisture cured polyurethane waterproofing membrane. The standard Polycoat-Aquaseal® 5000 may be applied to both fully cured (28 days for poured in place and 10 days after grouting for block). Polycoat-Aquaseal® 5000GC may be applied to Green Concrete. For Green Concrete, GC Additive must be added to Polycoat-Aquaseal® 5000 at a ratio of ½ pint GC Additive (256 ml) to 5 gallons (18.9 liters) of Polycoat-Aquaseal® 5000. Thoroughly mix with a variable speed drill and mixing paddle at slow speed.

It is available in four application versions. For 28-day cured concrete Horizontal (H) and Vertical (V) grade versions should be used. For Green Concrete (GC) Horizontal (GCH) and Vertical (GCV) grade versions are used. Polycoat-Aquaseal® 5000 has VOC levels equal to or less than 100 grams per liter. Make sure to use the correct grade of product which complies with VOC regulations/requirements applicable as per federal, state, statutory, counties, cities and local bodies at the place of installation.

Color

Black

Coverage

The approximate coverage is 2 gallons/100 per sqft (0.41/ sqft) or 100 sqft/gallon which results in a dry film thickness of 28 mils (355 microns). Coverage rate will depend on surface roughness and porosity.

Surface Preparation

Refer to General Guidelines for complete information.

Joints, Cracks and Flashing:

Apply a stripe coat of Polycoat-Aquaseal® 5000 over all cracks up to 1/16" (1.58 mm) width. All cracks over 1/16" (1.58 mm) width must be caulked with a polyurethane sealant.

All metal flashings must be primed with manufacturer’s recommended primer.

FEATURES

- » Economical
- » User Friendly
- » Labor Saving
- » Resistant to Bacteria
- » Meets the Criteria of ASTM C-836 and E-96

TYPICAL USES

- » Bridges
- » Tunnels
- » Planters
- » Basements
- » Between Slabs
- » Foundation Walls
- » Shower Pans

PACKAGING

- 5-Gallon** 5 gallon (18.9 liter) pail
- 55-Gallon** 55 gallon drum, net fill 50 gallons (189 liters)

Mixing

Before application, Polycoat-Aquaseal® 5000 should be thoroughly mixed using a mechanical mixer at slow speed to ensure a homogeneous material. Take care not to allow entrapment of air into the material. Do not mix in an up and down motion.

TECHNICAL DATA (BASED ON DRAW DOWN FILM) POLYCOAT-AQUASEAL® 5000 PROPERTIES

	5000H HORIZONTAL	5000V VERTICAL	5000GCH HORIZONTAL	5000GCV VERTICAL
Hardness, ASTM D-2240	50 ± 5 Shore A	45 ± 5 Shore A	50 ± 5 Shore A	45 ± 5 Shore A
Tear Resistance, Die C, ASTM D-624	70 ± 20 pli 9.3 ± 2.6 kN/m	100 ± 20 pli 13.3 ± 2 kN/m	70 ± 20 pli 9.3 ± 2.6 kN/m	100 ± 20 pli 13.3 ± 2 kN/m
Tensile Strength, ASTM D-412	450 ± 50 psi 3.1 ± 0.3 MPa	500 ± 50 psi 3.4 ± 0.3 MPa	450 ± 50 psi 3.1 ± 0.3 MPa	500 ± 50 psi 3.4 ± 0.3 MPa
Ultimate Elongation, ASTM D-412	500 ± 50%	500 ± 50%	450 ± 50%	450 ± 50%
Specific Gravity	1.28 ± 0.1	1.20 ± 0.3	1.28 ± 0.1	1.20 ± 0.1
Total Solids by Weight, ASTM D-2369	95 ± 3%	91 ± 3%	95 ± 3%	91 ± 3%
Total Solids by Volume, ASTM D-2697	94 ± 3%	89 ± 3%	94 ± 3%	89 ± 3%
Viscosity at 80°F (27°C)	5000 ± 2000 cps	40,000 ± 20,000 cps	5000 ± 2000 cps	40,000 ± 2000 cps
Volatile Organic Compounds, ASTM D-2369-81	0.83 lb/gal, 100 gm/liter	0.83 lb/gal, 100 gm/liter	0.83 lb/gal, 100 gm/liter	0.83 lb/gal, 100 gm/liter
Service Temperature	-25°F to 200°F -31.7°C to 65°C			

Application

Polycoat-Aquaseal® 5000 may be applied with a brush, squeegee, trowel, roller or airless sprayer. Over smooth surfaces, such as poured-in-place concrete, apply Polycoat-Aquaseal® 5000 evenly in two 30 mil coats. Polycoat-Aquaseal® 5000WC-H (Water Catalyzed) can be applied at any thickness.

Membrane Protection

As soon as possible after completion of a successful water test or visual inspection and/or repairs, cover membrane with approved protection board or geotextile drainage composite. All horizontal and vertical membrane must be protected.

Curing

At 75°F (24°C) and 50% relative humidity, allow each coat of Polycoat-Aquaseal® 5000 Vertical, Horizontal and Green Concrete to cure 16 hours minimum.

Cure time will vary depending on temperature and humidity. If more than 48 hours pass between coats the surface must be re-primed.

Polycoat-Aquaseal® 5000 is very sensitive to heat and moisture. Higher temperatures and/or high humidity will accelerate the cure time. Use caution in thickness of application. Limit single coat thickness to 30-40 wet mils (760-1016 microns).

Cleanup

Equipment should be cleaned with an environmentally safe solvent, as permitted under local regulations, immediately after use.

Storage

Polycoat-Aquaseal® 5000 has a shelf life of one year from date of manufacture in original, factory-sealed containers when stored indoors at a temperature between 60-95°F (15-35°C).

Limitations

The following conditions must not be coated with Polycoat Products deck coating systems or products: on grade slabs, split slabs with buried membrane, sandwich slabs with insulation, slabs over unvented metal pan, swimming pools, magnesite, lightweight concrete. Asphalt surfaces and asphalt overlays may be coated with Polycoat coating systems if first coated with the Polycoat-Aquaseal® 5000.

Surfaces must be dry, clean and area of foreign matter. Clear coating may turn opaque and cloudy due to moisture penetration, especially in exterior applications. Surface may be slippery when wet. Containers that have been opened must be used as soon as possible. Do not dilute under any circumstance.

With regard to coating asphalt surfaces, please contact Polycoat technical department.

May not be exposed to Ultraviolet rays.

Limited Warranty: Please read all information in the General Guidelines, Technical Data Sheets, Guide Specifications and Safety Data Sheets (SDS) before applying material. These Products are for "Professional Use Only" and preferably applied by professionals who have prior experience with the Polycoat Products materials or have undergone training in application of Polycoat Products materials. Published technical data and instructions are subject to change without notice. Contact your local Polycoat Products representative or visit our website for current technical data, instructions, and project specific recommendations.

Polycoat Products warrants its products to be free of manufacturing defects and that they will meet Polycoat Products current published physical properties. Polycoat Products warrants that its products, when properly installed by a state licensed waterproofing contractor according to Polycoat Products guide specifications and product data sheets over a sound, properly prepared substrate, will not allow water migration for a period of one (1) year. Seller's and manufacturer's sole responsibility shall be to replace that portion of the product of this manufacturer which proves to be defective. There are no other warranties by Polycoat Products of any nature whatsoever expressed or implied, including any warranty of merchantability or fitness for a particular purpose in connection with this product. Polycoat Products shall not be liable for damages of any sort, including remote or consequential damages resulting from any claimed breach of any warranty whether expressed or implied. Polycoat Products shall not be responsible for use of this product in a manner to infringe on any patent held by others. In addition, no warranty or guarantee is being issued with respect to appearance, color, fading, chalking, staining, shrinkage, peeling, normal wear and tear or improper application by the applicator. Damage caused by abuse, neglect and lack of proper maintenance, acts of nature and/or physical movement of the substrate or structural defects are also excluded from the limited warranty. Polycoat Products reserves the right to conduct performance tests on any material claimed to be defective prior to any repairs by owner, general contractor, or applicator.

Disclaimer: All guidelines, recommendations, statements, and technical data contained herein are based on information and tests we believe to be reliable and correct, but accuracy and completeness of said tests are not guaranteed and are not to be construed as a warranty, either expressed or implied. It is the users responsibility to satisfy himself, by his own information and test, to determine suitability of the product for his own intended use, application and job situation and user assumes all risk and liability resulting from his use of the product. We do not suggest or guarantee that any hazard listed herein are the only ones which may exist. Neither seller nor manufacturer shall be liable to the buyer or any third person for any injury, loss or damage directly or indirectly resulting from use of, or inability to use, the product. Recommendations or statements, whether in writing or oral, other than those contained herein shall not be binding upon the manufacturer, unless in writing and signed by a corporate officer of the manufacturer. Technical and application information is provided for the purpose of establishing a general profile of the material and proper application procedures. Test performance results were obtained in a controlled environment and Polycoat Products makes no claim that these tests or any other tests, accurately represent all environments. © 2018 Polycoat Products. All rights reserved. 190130AA

Warning

This product contains Aromatic Hydrocarbons, Isocyanates and Solvent.

Contingency
Draw
Request (CDR)

Owner Oxnard School District
Architect IBI Group
Contractor Balfour Beatty
PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Change Order Request #: 394 R1

Date: 7-7-2025

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 365 – CDR 394 R1 – Slurry on La Puerta Furnish and Install Type II Slurry on La Puerta Ave.	\$ 36,591.00
---	--------------

- The cost of this work will be drawn from E&O Contractor Contingency:
 The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
Balfour Beatty

ARCHITECT
IBI Group

PROGRAM MANAGER
CFW Group, Inc.

By: Rafael Namilla By: _____ By: scott burkett recommended
Date: 2025-07-07 Date: _____ Date: 7-9-2025

OWNER - Oxnard School District

By: [Signature] Date: 7/10/25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	7-7-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 394 R1 – Slurry on La Puerta
 Furnish and Install Type II Slurry on La Puerta Ave.

A. Subcontractor's Cost			
BC Rincon	\$	30,410.00	
O&P @ 10%	\$	3,041.00	
Insurance @ 1%	\$	337.89	
		Subtotal B: \$	33,788.89
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A	\$	1,689.44	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	1,689.44
D. Bond at 1%		Subtotal D: \$	365.91
E. Builders Risk Insurance at 1%		Subtotal E: \$	365.91
F. General Liability at 1.04%		Subtotal F: \$	380.55
Grand Total = (A + B + C + D + E + F)		\$	36,591.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2025-07-07

Print Name & Title (General Contractor)

Signature

Date



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

CHANGE ORDER

JOB #: 21-198 **CCO#22 R**

DATE: 7/3/2025

TO: Balfour Beatty
 13520 Evening Creek Drive, North #270
 San Diego, CA 92128

PROJECT: Rose Avenue Elementary School
 220 South Driskill Street
 Oxnard, CA 93030

DESCRIPTION: Type II Slurry

	<u>QTY</u>	<u>UNIT</u>	<u>UNIT \$</u>	<u>AMOUNT</u>
1) Furnish and Install Type II Slurry on La Puerta Ave	23400	SF	1.15	\$26,910.00
2) Traffic Control	1	EA		\$3,500.00

Notes:
 Based on one move in.
 Prices good through 7/31/2025
 Owner to supply metered hydrant water source.

Total \$30,410.00

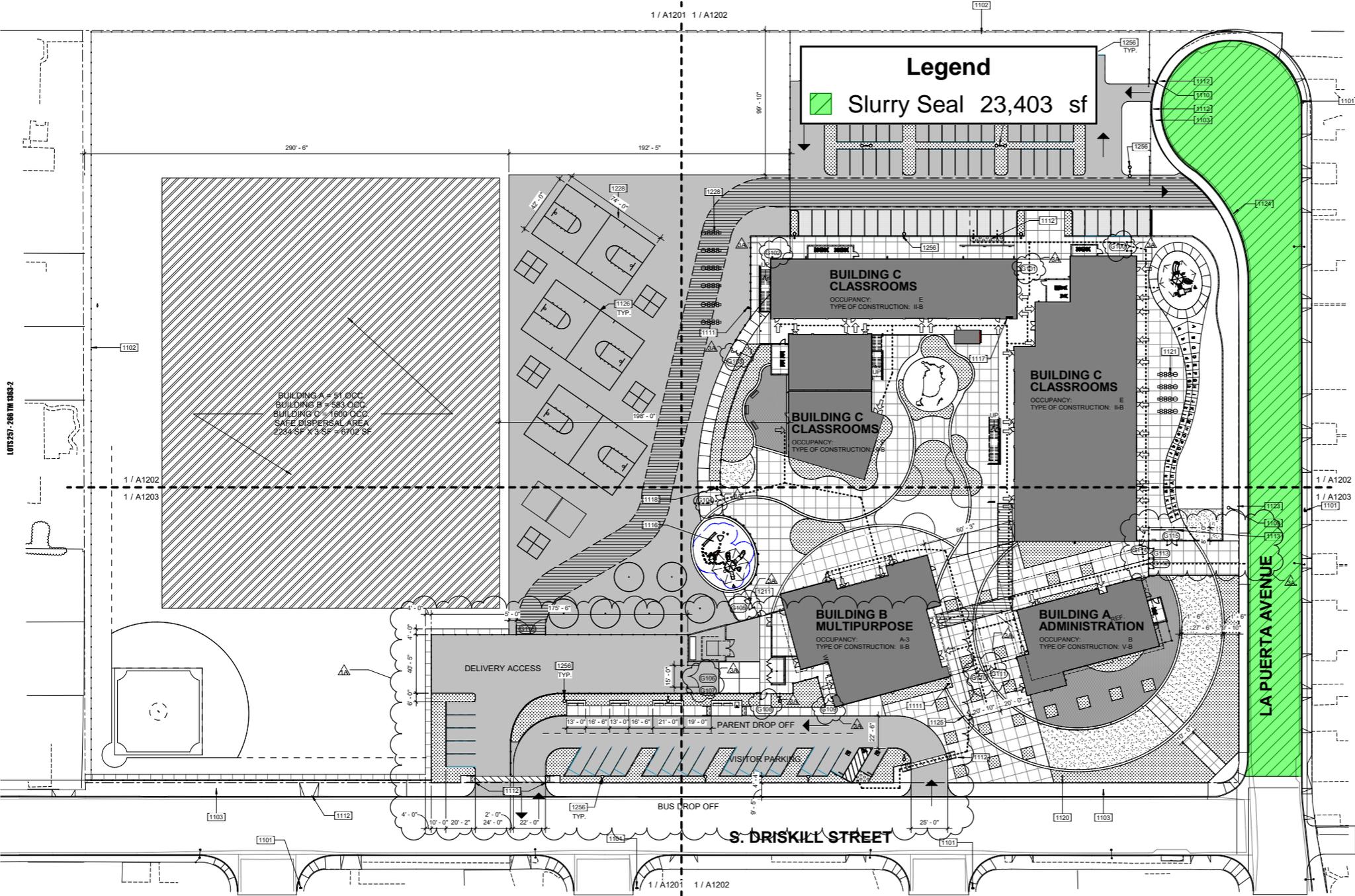
Original Contract	<u>\$420,000.00</u>
Other Approved Change Orders	<u>\$138,370.08</u>
This Request	<u>\$30,410.00</u>
Other Pending Request	<u> </u>
Total Contract With This Change Order	<u>\$588,780.08</u>

Authorized Signature: Robert Noel
 BC Rincon Construction

Date: 7/3/2025

Authorized Signature: _____

Date: _____



1 OVERALL SITE PLAN
1/32" = 1'-0"

1000-GENERAL NOTES

- REFER TO CIVIL, PLUMBING, AND ELECTRICAL DRAWINGS FOR UNDERGROUND UTILITIES.
- PRIOR TO ANY UNDERGROUND SITE WORK, VERIFY LOCATION OF ALL EXISTING UTILITIES WITH UNDERGROUND SERVICE ALERT (U.S.A.).
- REFER TO A8001 AND A8002 FOR CHAINLINK FENCE, GATE DETAIL AND CMU WALL DETAILS.

POT - STATEMENT OF COMPLIANCE

THE PATH OF TRAVEL (POT) IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE ACCESSIBILITY PROVISIONS FOR "PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS".

DSA PR 15-01:
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT: THE POT IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS MEETS THE REQUIREMENTS OF THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE (CBC) ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WERE DETERMINED TO BE NON-COMPLIANT WITH THE CBC HAVE BEEN IDENTIFIED AND THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NON-COMPLIANT ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE INDICATED IN THESE CONSTRUCTION DOCUMENTS. DURING CONSTRUCTION, IF POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CBC COMPLIANT ARE FOUND TO BE NON-COMPLYING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THE ITEMS SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT.

KEYNOTES

- 1101 FIRE HYDRANT
- 1102 CHAIN LINK FENCE
- 1103 CONCRETE WALK
- 1109 FIRE DEPARTMENT CONNECTION. REFER TO CIVIL DRWGS
- 1110 TOW AWAY SIGN PER DETAIL 9A8003
- 1111 FIRE HYDRANT REFER TO CIVIL DRWGS AND FIRE AND SAFETY PLAN ON G1200.
- 1112 CURB RAMP REFER TO CIVIL DRWGS
- 1113 ORNAMENTAL FENCE BIKES ENCLOSURE AND BIKE RACKS
- 1116 PLAY STRUCTURE WITH PROTECTING SURFACE REFER TO LANDSCAPE DRGS
- 1117 HI-LOW ACCESSIBLE DRINKING FOUNTAIN
- 1118 HI-LOW FREE STANDING ADA DRINKING FOUNTAIN
- 1120 MARQUEE SIGN SEE 14S1103
- 1121 3" WIDE WHITE GAME STRIPPING, TYP. SEE 22 & 23/A8003
- 1123 FIRE DEPARTMENT CONNECTIONS. SEE CIVIL DRAWINGS.
- 1124 NEW ASPHALT CONCRETE PAVEMENT AT DRIVEWAY/FIRELANE. SEE CIVIL
- 1125 MARQUEE SIGN SEE 14S1103
- 1126 PLAYGROUND - VOLLEYBALL POST, SEE 17/A8003
- 1211 6" O" WIDE ORNAMENTAL GATE SEE 18/A8001
- 1228 3" WIDE WHITE GAME STRIPPING, TYP. SEE 22 & 23/A8003
- 1256 PARKING LOT LIGHTS, SEE E1.01

PROJECT DATA

SITE AREA: 9.2 ACRES
BUILDING AREA:
BUILDING A:
 BUILD AREA - 4661 SF
 OVERHANGS - 545 SF
 SUB TOTAL - 5206 SF
BUILDING B:
 BUILD AREA - 7,574 SF
 OVERHANGS - 831 SF
 SUB TOTAL - 8,405 SF
BUILDING C:
 BUILD AREA - 32,167 SF
 1ST FLOOR - 14,431 SF
 2ND FLOOR - 14,431 SF
 OVERHANGS - 7,225 SF
 SUB TOTAL - 53,822 SF
PEDESTRIAN CANOPY: 1,223 SF
TOTAL AREA: 68,656 SF
 SEE SHEETS G1100A, 1100B AND 1100C FOR BUILDING CODE ANALYSIS

LEGEND

- FIRE DEPARTMENT ACCESS, WIDTH 20'-0"
- ASSUMED PROPERTY LINE
- ACCESSIBLE PATH OF TRAVEL AS INDICATED ON PLAN IS A BARRIER-FREE ACCESS ROUTE AT LEAST 48" WIDE, WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" AT 12 MAX. SLOPE. EXCEPT LEVEL CHANGES THAT DO NOT EXCEED 2% AND SLOPES IN THE DIRECTION OF TRAVEL SHALL NOT EXCEED 5%. "PASSING SPACES" AT LEAST 60"x60" ARE LOCATED NOT MORE THAN 200' APART. PART OF ACCESSIBLE PATH OF TRAVEL WITH CONTINUOUS GRADIENTS HAVE 60' LEVEL AREAS NOT MORE THAN 400' APART. P.O.T. SHALL BE FREE OF OBSTRUCTIONS OVERHANGING WITHIN 80' ABOVE WALKING SURFACE AND PROJECTING GREATER THAN 4" FROM WALL SURFACES BETWEEN 27" AND 80" ABOVE WALKING SURFACE. CBC 11B.307 THE ARCHITECT SHALL VERIFY THAT ALL BARRIERS ON THE INDICATED PATH OF TRAVEL HAVE BEEN REMOVED. GATES IN PATH OF TRAVEL SHALL COMPLY WITH EXIT DOOR REQUIREMENTS PER CBC SECTION 11B-404.1
- ACCESSIBLE BUILDING ENTRANCE
- CHAIN LINK FENCE 6'-0" HIGH U.O.N.
- ORNAMENTAL FENCE
- NEW BUILDING TO BE CONSTRUCTED AS PART OF DSA APPLICATION NUMBER AND CONTRACT
- CONCRETE WALK/MEDIUM BROOM FINISH.
- AC PAVING. SEE CIVIL DRAWINGS FOR PAVEMENT SECTION.
- TURF / PLANTING AREA PER LANDSCAPE DRAWINGS
- PAVERS
- DECOMPOSED GRANITE
- CONTROL JOINT AT 6'-0" O.C. U.O.N. EXPANSION JOINT AT 18'-0" O.C. U.O.N. REFER TO CIVIL DRAWINGS FOR DETAILS
- PERMEABLE PARKING SYSTEM
- SAFE DISPERSAL AREA
- AREA DRAINS, PER CIVIL DRAWINGS
- CATCH BASIN, PER CIVIL DRAWINGS

CLIENT
OXNARD SCHOOL DISTRICT

 220 S. Driskill St, Oxnard, CA 93030

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ISSUES

NO.	ISSUANCE	DATE
1	ADDENDUM 1A	06/19/21
3	ADDENDUM 3A	07/01/21

CONSULTANTS

AGENCY INFORMATION:

AGENCY TRACKING NO. 7258-107	FILE NO. 56-22
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES	
03-119284	
AC	FLS
DATE	SS

SEAL

PRIME CONSULTANT

IBI
 215 W 9th Street, Suite 600
 Los Angeles, CA 90015
 Tel: (213) 769-0011 Fax: (213) 769-0016

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

PROJECT NO:
109990

DRAWN BY: Author	CHECKED BY: Checker
PROJECT MGR: Designer	APPROVED BY: Approver

SCALE:
1/32" = 1'-0"

DATE:
07/06/21

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
**AD03A
A1100R**

ISSUE
659

Contingency
Draw
Request (CDR)

Owner Oxnard School District
Architect IBI Group
Contractor Balfour Beatty
PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Change Order Request #: 395
Date: 6-30-2025

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 365 – CDR 395 – Rental of Trench Plates for Unforeseen Site Conditions Provide and install trench plates due to unforeseen conditions encountered in the field.	\$ 21,376.00
---	--------------

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
Balfour Beatty

ARCHITECT
IBI Group

PROGRAM MANAGER
CFW Group, Inc.

By: Rafael Aguilar

By: _____

By: [Signature] RECOMMENDED

Date: 2025-06-30

Date: _____

Date: 7-9-25

OWNER - Oxnard School District

By: Kest Piro

Date: 7/18/25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	6-30-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 395 – Rental of Trench Plates for Unforeseen Site Conditions

Provide and install trench plates due to unforeseen conditions encountered in the field.

A. Subcontractor's Cost			
Burns Pacific			
COR 50 Rental of Trench Plates 04-20-25 to 04-24-25	\$	245.12	
COR 55 Trench Plate for Unforeseen Conditions	\$	19,296.17	
Insurance @ 1%	\$	197.39	
		Subtotal B: \$	19,738.68
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A	\$	986.93	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	986.93
D. Bond at 1%		Subtotal D: \$	213.76
E. Builders Risk Insurance at 1%		Subtotal E: \$	213.76
F. General Liability at 1.04%		Subtotal F: \$	222.31
Grand Total = (A + B + C + D + E + F)		\$	21,376.00

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)

Signature

2025-06-30

Date

BID FOR: Rental and Setting of Traffic Plates
LOCATION: Rose Ave. Elementary School
FIRM: Balfour Beatty Construction Inc.
ADDRESS: 13520 Evening Creek Drive, Suite 270
 San Diego, CA 92128
CONTACT: Rafael Alamillo (805)208-7462
E-MAIL: ralamillo@balfourbeattyus.com

BID NO:
COR NO: 50
PO or RFI NO:
JOB NO: 21-17
PREVAILING WAGE: YES
BID DATE: 05/28/25

SCOPE OF WORK: Final rental of BPC 7- 6' x 8' trench top (welded treated) traffic control plates from 04/20/25 to 04/24/25 period.

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

WORK ITEMS:

Trench Top 7 @ \$6.00 a day = \$210.00
 \$42.00 X 5 days

MATERIAL COST

1	Trench Top 6' x 8' Welded Treated	Days		
		5	\$42.00	\$210.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			MATERIAL	\$210.00
			No Tax on Rentals	\$0.00
			MATERIAL TOTAL	\$210.00
			DIRECT COSTS SUBTOTAL	\$210.00
			EQUIP & MATERIAL MARKUP	\$31.50
			DIRECT COSTS TOTAL	\$241.50
			BOND FEE	\$3.62
			GRAND TOTAL	\$245.12

BURNS PACIFIC CONSTRUCTION, INC.
EXTRA WORK REPORT BILLING SUMMARY

DATE: 06/20/25

REPORT NO. 4036

COR NO. 55

WO NO.

JOB DESCRIPTION: Trench Plates for Unforeseen Conditions

JOB NO. 21-17

1.	Labor	Classification	ST Hrs.	Rate	OT Hrs.	Rate	DT Hrs.	Rate	Amount
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
Labor rates include cost of labor, fringe benefits, taxes									Total Labor: \$ -

2.	Materials / Equipment Rentals	Amount
	Trench Shoring Company Invoices# R120493973, R120494877, R120495832, R120496949, R120499455, R120499474, R120499461, R120499475, R120502006, R120502912, R120503554, R120509140	\$ 16,531.30
Total Materials / Equipment Rentals:		\$ 16,531.30

3.	Subcontractors	Amount
		\$ -
		\$ -
		\$ -
Total Subcontractors:		\$ -

4.	EQ ID	Equipment	Hrs.	Rate	Amount
					\$ -
					\$ -
					\$ -
					\$ -
Total Equipment:					\$ -

TOTAL ITEMS 2 THRU 4: \$ 16,531.30
 ADD OVERHEAD & PROFIT \$ 2,479.70
 TOTAL ITEMS 2 THRU 4 INCLUDING MARKUP: \$ 19,011.00
 ADD COST OF LABOR - ITEM 1: \$ -
 TOTAL AMOUNT FOR THIS REPORT: \$ 19,011.00

Trench Shoring, Inc. Billing for BBC

Month	Invoice#	Amount:	Extra Work Ticket# Reference
2/24/2025	R120493973	\$3,143.60	La Puerta Fire Line Trench EWT# 3085
2/26/2025	R120494877	\$3,478.80	Street Trench Plates Fire & Domestic EWT# 2983
4/5/2025	R120495832	\$420.00	Fire Line La Puerta EWT# 3014
4/8/2025	R120496949	\$632.20	Extra Jacks for 4" Blow Off EWT# 4015
4/17/2025	R120499455	\$350.00	Returned 4 22-36 X 3.5'
4/17/2025	R120499474	\$455.25	La Puerta Fire Line EWT# 2956
4/17/2025	R120499461	\$421.44	Returned 5 22-36 X 5'
4/17/2025	R120499475	\$329.86	Extra Shoring for FDC Fire Shift-Widen Trench EWT# 3007
4/25/2025	R120502006	\$3,555.80	Returned 10 6' X 10' Plates, Plywood EWTs and CORs 28R6
4/28/2025	R120502912	\$2,763.60	Returned 13 6' X 10" Plates and TSC Trench Top Lifting EYE EWTs and COR 31R3
4/30/2025	R120503554	\$180.00	Returned 2 Trench Tops 6' X 8'
5/20/2025	R120509140	\$800.75	Returned 13 6' X 10" Trench Tops, Pick up Boom Trlr/Hlpr/Trench Top lifting EYE

Total \$16,531.30

TRENCH SHORING COMPANY

206 N. CENTRAL AVENUE

COMPTON, CA 90220

www.trenchshoring.com

***NEW REMIT ADDRESS**

TRENCH SHORING COMPANY

P.O. BOX 2970

SEAL BEACH, CA 90740

RENTAL INVOICE

NO. RI20493973

CONTRACT NO. RC20200467

SEQUENCE NO. 1

3/28/2025

PAGE 1 OF 1



BURNS PACIFIC CONSTRUCTION
 3541 OLD CONEJO ROAD
 SUITE #114
 NEWBURY PARK, CA 91320

CUSTOMER NO. 2848
 ON RENT DATE 02/24/25
 PO NO.
 JOB NO. 21-17
 JOBSITE 21-17
 1960 La Puerta Ave
 OXNARD, CA 93030

ORDERED BY EDDIE

QTY	NO.	EQUIPMENT	FROM DATE	THRU DATE	AMOUNT
13	1103000610	TRENCH TOP 6'X10' WELDED TREATED (MINIMUM RENTAL 5 DAY, DAY 7.50, WEEK 52.50, 4-WEEK 210.00)	02/24/25	03/23/25	2,730.00
1	9999000001	TABULATED DATA / NO CHARGE	-	-	0.00
1	1199009000	TSC TRENCH TOP LIFTING EYE 1-1/4"-3.5 X 1" PROJECTION (MINIMUM RENTAL 5 DAY, DAY 1.20, WEEK 8.40, 4-WEEK 33.60)	02/24/25	03/23/25	33.60
2.5	900000004	DELIVERY - BOOM/TRLR/HLPR Delivery Receipt RDEL20257368 2/24 signed by M. Cervantes (RATE 152.00)	-	-	380.00

EQUIPMENT REMAINING ON RENT AS OF - 3/23/2025

QTY	NO.	EQUIPMENT
13	1103000610	TRENCH TOP 6'X10' WELDED TREATED
1	1199009000	TSC TRENCH TOP LIFTING EYE 1-1/4"-3.5 X 1" PROJECTION

RENTAL	2,763.60
SALES	380.00
TAX	0.00
TOTAL	3,143.60

PAYMENT DUE DATE IS 30 DAYS FROM INVOICE DATE VIA CHECK OR EFT
 1 ½ % PER MONTH LATE FEE WILL BE CHARGED ON BALANCES NOT RECEIVED BY DUE DATE
 CREDIT CARDS ACCEPTED-A PROCESSING FEE WILL APPLY. CALL FOR DETAILS

COMPTON · 310-327-5554 CORONA · 951-734-4290 LAKE FOREST · 949-454-0858 MOORPARK · 805-529-4614 FULLERTON · 714-879-1005
 SAN DIEGO · 858-530-2500 BANNING · 951-849-1611 LAS VEGAS · 702-651-0920 BAKERSFIELD · 661-396-9160 FRESNO · 559-691-4123
 SAN LEANDRO · 510-900-0595 SACRAMENTO · 916-290-4020

TRENCH SHORING COMPANY

206 N. CENTRAL AVENUE

COMPTON, CA 90220

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TRENCH SHORING COMPANY

P.O. BOX 2970

SEAL BEACH, CA 90740

RENTAL INVOICE

NO. RI20494877

CONTRACT NO. RC20200791

SEQUENCE NO. 1

4/1/2025

PAGE 1 OF 1



BURNS PACIFIC CONSTRUCTION
 3541 OLD CONEJO ROAD
 SUITE #114
 NEWBURY PARK, CA 91320

CUSTOMER NO. 2848
 ON RENT DATE 02/26/25
 PO NO.
 JOB NO. 2117
 JOBSITE DRISKILL
 EDDIE
 DRISKILL ST & LA PUERTA AVE
 OXNARD, CA 93030
 ORDERED BY EDDIE SOLORIO

QTY	NO.	EQUIPMENT	FROM DATE	THRU DATE	AMOUNT
10	1103000610	TRENCH TOP 6'X10' WELDED TREATED (MINIMUM RENTAL 5 DAY, DAY 7.50, WEEK 52.50, 4-WEEK 210.00)	02/26/25	03/25/25	2,100.00
4	7100000048	PLYWOOD 1-1/8" X 4X8 (MINIMUM RENTAL 4-WEEK, DAY 4.03, WEEK 16.13, 4-WEEK 48.40)	02/26/25	03/25/25	193.60
6	2112025042	TREN-SHORE 25-42 X 3.5' (MINIMUM RENTAL 1 WEEK, DAY 9.45, WEEK 37.80, 4-WEEK 113.40)	02/26/25	03/25/25	680.40
1	2129009000	TREN-SHORE HYDRAULIC PUMP (MINIMUM RENTAL 1 WEEK, DAY 9.50, WEEK 38.00, 4-WEEK 114.00)	02/26/25	03/25/25	114.00
1	2129009003	TSC TREN-SHORE REG TOOL 50" (MINIMUM RENTAL 1 WEEK, DAY 0.90, WEEK 3.60, 4-WEEK 10.80)	02/26/25	03/25/25	10.80
2.5	900000004	DELIVERY - BOOM/TRLR/HLPR Delivery Receipt RDEL20257790 2/26 signed by Chris Rodriguez (RATE 152.00)	-	-	380.00

EQUIPMENT REMAINING ON RENT AS OF - 3/25/2025

QTY	NO.	EQUIPMENT
10	1103000610	TRENCH TOP 6'X10' WELDED TREATED
4	7100000048	PLYWOOD 1-1/8" X 4X8
6	2112025042	TREN-SHORE 25-42 X 3.5'
1	2129009000	TREN-SHORE HYDRAULIC PUMP
1	2129009003	TSC TREN-SHORE REG TOOL 50"

RENTAL	3,098.80
SALES	380.00
TAX	0.00
TOTAL	3,478.80

PAYMENT DUE DATE IS 30 DAYS FROM INVOICE DATE VIA CHECK OR EFT
 1 1/2 % PER MONTH LATE FEE WILL BE CHARGED ON BALANCES NOT RECEIVED BY DUE DATE
 CREDIT CARDS ACCEPTED-A PROCESSING FEE WILL APPLY. CALL FOR DETAILS

COMPTON · 310-327-5554 CORONA · 951-734-4290 LAKE FOREST · 949-454-0858 MOORPARK · 805-529-4614 FULLERTON · 714-879-1005
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 SAN LEANDRO · 510-900-0595 SACRAMENTO · 916-290-4020

TRENCH SHORING COMPANY

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TRENCH SHORING COMPANY

P.O. BOX 2970

SEAL BEACH, CA 90740

RENTAL INVOICE

NO. RI20495832

CONTRACT NO. RC20201281

SEQUENCE NO. 1

4/5/2025

PAGE 1 OF 1



BURNS PACIFIC CONSTRUCTION
 3541 OLD CONEJO ROAD
 SUITE #114
 NEWBURY PARK, CA 91320

CUSTOMER NO. 2848
 ON RENT DATE 03/03/25
 PO NO.
 JOB NO. 2117
 JOBSITE DRISKILL
 EDDIE
 DRISKILL ST & LA PUERTA AVE
 OXNARD, CA 93030
 ORDERED BY EDDIE SOLORIO

QTY	NO.	EQUIPMENT	FROM DATE	THRU DATE	AMOUNT
4	2112022036	TREN-SHORE 22-36 X 3.5' <i>(MINIMUM RENTAL 1 WEEK, DAY 8.75, WEEK 35.00, 4-WEEK 105.00)</i>	03/03/25	03/30/25	420.00
1	900000011	CUSTOMER WILL CALL Delivery Receipt RDEL20258432 3/3 signed by Alberto S. <i>(RATE 0.00)</i>	-	-	0.00

EQUIPMENT REMAINING ON RENT AS OF - 3/30/2025

QTY	NO.	EQUIPMENT
4	2112022036	TREN-SHORE 22-36 X 3.5'

PAYMENT DUE DATE IS 30 DAYS FROM INVOICE DATE VIA CHECK OR EFT
 1 ½ % PER MONTH LATE FEE WILL BE CHARGED ON BALANCES NOT RECEIVED BY DUE DATE
 CREDIT CARDS ACCEPTED-A PROCESSING FEE WILL APPLY. CALL FOR DETAILS

RENTAL	420.00
SALES	0.00
TAX	0.00
TOTAL	420.00

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 SAN LEANDRO · 510-900-0595 SACRAMENTO · 916-290-4020

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RENTAL INVOICE

NO. RI20496949
 CONTRACT NO. RC20201976
 SEQUENCE NO. 1
 4/8/2025
 PAGE 1 OF 1



BURNS PACIFIC CONSTRUCTION
 3541 OLD CONEJO ROAD
 SUITE #114
 NEWBURY PARK, CA 91320

CUSTOMER NO. 2848
 ON RENT DATE 03/07/25
 PO NO.
 JOB NO. 2117
 JOBSITE DRISKILL
 EDDIE
 DRISKILL ST & LA PUERTA AVE
 OXNARD, CA 93030
 ORDERED BY Ed Solorio

QTY	NO.	EQUIPMENT	FROM DATE	THRU DATE	AMOUNT
5	2113022036	TREN-SHORE 22-36 X 5' <i>(MINIMUM RENTAL 1 WEEK, DAY 8.75, WEEK 35.00, 4-WEEK 105.00)</i>	03/07/25	04/03/25	525.00
4	7100000044	PLYWOOD 1-1/8" X 4X4 <i>(MINIMUM RENTAL 4-WEEK, DAY 2.23, WEEK 8.93, 4-WEEK 26.80)</i>	03/07/25	04/03/25	107.20
1	9999000001	TABULATED DATA / NO CHARGE	-	-	0.00
1	900000011	CUSTOMER WILL CALL Delivery Receipt RDEL20259407 3/7 signed by Humberto F. <i>(RATE 0.00)</i>	-	-	0.00

EQUIPMENT REMAINING ON RENT AS OF - 4/3/2025

QTY	NO.	EQUIPMENT
5	2113022036	TREN-SHORE 22-36 X 5'
4	7100000044	PLYWOOD 1-1/8" X 4X4

RENTAL	632.20
SALES	0.00
TAX	0.00
TOTAL	632.20

PAYMENT DUE DATE IS 30 DAYS FROM INVOICE DATE VIA CHECK OR EFT
 1 1/2 % PER MONTH LATE FEE WILL BE CHARGED ON BALANCES NOT RECEIVED BY DUE DATE
 CREDIT CARDS ACCEPTED-A PROCESSING FEE WILL APPLY. CALL FOR DETAILS

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RENTAL INVOICE

NO. RI20499455

CONTRACT NO. RC20201281

SEQUENCE NO. 2

4/17/2025

PAGE 1 OF 1



BURNS PACIFIC CONSTRUCTION
 3541 OLD CONEJO ROAD
 SUITE #114
 NEWBURY PARK, CA 91320

CUSTOMER NO. 2848
 ON RENT DATE 03/03/25
 PO NO.
 JOB NO. 2117
 JOBSITE DRISKILL
 EDDIE
 DRISKILL ST & LA PUERTA AVE
 OXNARD, CA 93030
 ORDERED BY EDDIE SOLORIO

QTY	NO.	EQUIPMENT	FROM DATE	THRU DATE	AMOUNT
4	2112022036	TREN-SHORE 22-36 X 3.5'	03/31/25	04/13/25	280.00
			04/14/25	04/15/25	70.00
		<i>(MINIMUM RENTAL 1 WEEK, DAY 8.75, WEEK 35.00, 4-WEEK 105.00)</i>			
1	902000011	CUSTOMER RETURNED TO YARD Return Receipt RCOL20373819 4/15 signed by Tom R Tyler <i>(RATE 0.00)</i>	-	-	0.00

EQUIPMENT REMAINING ON RENT AS OF - 4/15/2025

QTY	NO.	EQUIPMENT
NO ITEMS REMAINING ON RENT		

	RENTAL	350.00
	SALES	0.00
	TAX	0.00
	TOTAL	350.00

PAYMENT DUE DATE IS 30 DAYS FROM INVOICE DATE VIA CHECK OR EFT
 1 ½ % PER MONTH LATE FEE WILL BE CHARGED ON BALANCES NOT RECEIVED BY DUE DATE
 CREDIT CARDS ACCEPTED-A PROCESSING FEE WILL APPLY. CALL FOR DETAILS

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 SAN DIEGO · 858-530-2500 BANNING · 951-849-1611 LAS VEGAS · 702-651-0920 BAKERSFIELD · 661-396-9160 FRESNO · 559-691-4123
 SAN LEANDRO · 510-900-0595 SACRAMENTO · 916-290-4020

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RENTAL INVOICE

NO. RI20499474

CONTRACT NO. RC20203592

SEQUENCE NO. 1

4/17/2025

PAGE 1 OF 1



BURNS PACIFIC CONSTRUCTION
 3541 OLD CONEJO ROAD
 SUITE #114
 NEWBURY PARK, CA 91320

CUSTOMER NO. 2848
 ON RENT DATE 03/24/25
 PO NO.
 JOB NO. 2117
 JOBSITE DRISKILL
 FRANCISCO
 DRISKILL ST & LA PUERTA AVE
 OXNARD, CA 93030
 ORDERED BY FRANCISCO MORENO

QTY	NO.	EQUIPMENT	FROM DATE	THRU DATE	AMOUNT
2	2112040064	TREN-SHORE 40-64 X 3.5' <i>(MINIMUM RENTAL 1 WEEK, DAY 11.67, WEEK 46.67, 4-WEEK 140.02)</i>	03/24/25	04/15/25	280.04
2	2111040064	TREN-SHORE 40-64 X 2' <i>(MINIMUM RENTAL 1 WEEK, DAY 6.90, WEEK 27.60, 4-WEEK 82.80)</i>	03/24/25	04/15/25	165.60
1	S105900001	TREN-SHORE HYDRAULIC FLUID 16 OUNCES	-	-	8.80
1	900000011	CUSTOMER WILL CALL Delivery Receipt RDEL20261511 3/24 signed by Alberto S. <i>(RATE 0.00)</i>	-	-	0.00
1	902000011	CUSTOMER RETURNED TO YARD Return Receipt RCOL20373815 4/15 signed by Tom R Tyler <i>(RATE 0.00)</i>	-	-	0.00

EQUIPMENT REMAINING ON RENT AS OF - 4/15/2025

QTY	NO.	EQUIPMENT
-----	-----	-----------

NO ITEMS REMAINING ON RENT

RENTAL	445.64
SALES	8.80
TAX	0.81
TOTAL	455.25

PAYMENT DUE DATE IS 30 DAYS FROM INVOICE DATE VIA CHECK OR EFT
 1 ½ % PER MONTH LATE FEE WILL BE CHARGED ON BALANCES NOT RECEIVED BY DUE DATE
 CREDIT CARDS ACCEPTED-A PROCESSING FEE WILL APPLY. CALL FOR DETAILS

COMPTON · 310-327-5554 CORONA · 951-734-4290 LAKE FOREST · 949-454-0858 MOORPARK · 805-529-4614 FULLERTON · 714-879-1005
 SAN DIEGO · 858-530-2500 BANNING · 951-849-1611 LAS VEGAS · 702-651-0920 BAKERSFIELD · 661-396-9160 FRESNO · 559-691-4123
 SAN LEANDRO · 510-900-0595 SACRAMENTO · 916-290-4020

TRENCH SHORING COMPANY

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TRENCH SHORING COMPANY

P.O. BOX 2970

SEAL BEACH, CA 90740

RENTAL INVOICE

NO. RI20499461

CONTRACT NO. RC20201976

SEQUENCE NO. 2

4/17/2025

PAGE 1 OF 1



BURNS PACIFIC CONSTRUCTION
 3541 OLD CONEJO ROAD
 SUITE #114
 NEWBURY PARK, CA 91320

CUSTOMER NO. 2848
 ON RENT DATE 03/07/25
 PO NO.
 JOB NO. 2117
 JOBSITE DRISKILL
 EDDIE
 DRISKILL ST & LA PUERTA AVE
 OXNARD, CA 93030
 ORDERED BY Ed Solorio

QTY	NO.	EQUIPMENT	FROM DATE	THRU DATE	AMOUNT
5	2113022036	TREN-SHORE 22-36 X 5' <i>(MINIMUM RENTAL 1 WEEK, DAY 8.75, WEEK 35.00, 4-WEEK 105.00)</i>	04/04/25	04/15/25	350.00
4	7100000044	PLYWOOD 1-1/8" X 4X4 <i>(MINIMUM RENTAL 4-WEEK, DAY 2.23, WEEK 8.93, 4-WEEK 26.80)</i>	04/04/25	04/15/25	71.44
1	902000011	CUSTOMER RETURNED TO YARD Return Receipt RCOL20373853 4/15 signed by Tom R Tyler	-	-	0.00
1	902000011	CUSTOMER RETURNED TO YARD Return Receipt RCOL20373821 4/15 signed by Tom R Tyler <i>(RATE 0.00)</i>	-	-	0.00

EQUIPMENT REMAINING ON RENT AS OF - 4/15/2025

QTY	NO.	EQUIPMENT
NO ITEMS REMAINING ON RENT		

RENTAL	421.44
SALES	0.00
TAX	0.00
TOTAL	421.44

PAYMENT DUE DATE IS 30 DAYS FROM INVOICE DATE VIA CHECK OR EFT
 1 ½ % PER MONTH LATE FEE WILL BE CHARGED ON BALANCES NOT RECEIVED BY DUE DATE
 CREDIT CARDS ACCEPTED-A PROCESSING FEE WILL APPLY. CALL FOR DETAILS

COMPTON · 310-327-5554 CORONA · 951-734-4290 LAKE FOREST · 949-454-0858 MOORPARK · 805-529-4614 FULLERTON · 714-879-1005
 SAN DIEGO · 858-530-2500 BANNING · 951-849-1611 LAS VEGAS · 702-651-0920 BAKERSFIELD · 661-396-9160 FRESNO · 559-691-4123
 SAN LEANDRO · 510-900-0595 SACRAMENTO · 916-290-4020

TRENCH SHORING COMPANY

206 N. CENTRAL AVENUE
 COMPTON, CA 90220
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***NEW REMIT ADDRESS**

TRENCH SHORING COMPANY
 P.O. BOX 2970
 SEAL BEACH, CA 90740

RENTAL INVOICE

NO. RI20499475
 CONTRACT NO. RC20203669
 SEQUENCE NO. 1
 4/17/2025
 PAGE 1 OF 1



BURNS PACIFIC CONSTRUCTION
 3541 OLD CONEJO ROAD
 SUITE #114
 NEWBURY PARK, CA 91320

CUSTOMER NO. 2848
 ON RENT DATE 03/24/25
 PO NO.
 JOB NO. 2117
 JOBSITE DRISKILL
 FRANCISCO
 DRISKILL ST & LA PUERTA AVE
 OXNARD, CA 93030
 ORDERED BY FRANCISCO MORENO

QTY	NO.	EQUIPMENT	FROM DATE	THRU DATE	AMOUNT
2	2113061097	TREN-SHORE 61-97 X 5' <i>(MINIMUM RENTAL 1 WEEK, DAY 13.74, WEEK 54.98, 4-WEEK 164.93)</i>	03/24/25	04/15/25	329.86
1	900000011	CUSTOMER WILL CALL Delivery Receipt RDEL20261614 3/25 signed by Alberto S. <i>(RATE 0.00)</i>	-	-	0.00
1	902000011	CUSTOMER RETURNED TO YARD Return Receipt RCOL20373816 4/15 signed by Tom R Tyler <i>(RATE 0.00)</i>	-	-	0.00

EQUIPMENT REMAINING ON RENT AS OF - 4/15/2025

QTY	NO.	EQUIPMENT
NO ITEMS REMAINING ON RENT		

	RENTAL	329.86
	SALES	0.00
	TAX	0.00
	TOTAL	329.86

PAYMENT DUE DATE IS 30 DAYS FROM INVOICE DATE VIA CHECK OR EFT
 1 ½ % PER MONTH LATE FEE WILL BE CHARGED ON BALANCES NOT RECEIVED BY DUE DATE
 CREDIT CARDS ACCEPTED-A PROCESSING FEE WILL APPLY. CALL FOR DETAILS

TRENCH SHORING COMPANY

206 N. CENTRAL AVENUE
 COMPTON, CA 90220
 www.trenchshoring.com

***NEW REMIT ADDRESS**
 TRENCH SHORING COMPANY
 P.O. BOX 2970
 SEAL BEACH, CA 90740

RENTAL INVOICE

NO. RI20502006
 CONTRACT NO. RC20200791
 SEQUENCE NO. 2
 4/25/2025
 PAGE 1 OF 2



BURNS PACIFIC CONSTRUCTION
 3541 OLD CONEJO ROAD
 SUITE #114
 NEWBURY PARK, CA 91320

CUSTOMER NO. 2848
 ON RENT DATE 02/26/25
 PO NO.
 JOB NO. 2117
 JOBSITE DRISKILL
 EDDIE
 DRISKILL ST & LA PUERTA AVE
 OXNARD, CA 93030
 ORDERED BY EDDIE SOLORIO

QTY	NO.	EQUIPMENT	FROM DATE	THRU DATE	AMOUNT
10	1103000610	TRENCH TOP 6'X10' WELDED TREATED	03/26/25	04/15/25	1,575.00
		(MINIMUM RENTAL 5 DAY, DAY 7.50, WEEK 52.50, 4-WEEK 210.00)	04/16/25	04/21/25	450.00
4	7100000048	PLYWOOD 1-1/8" X 4X8	03/26/25	04/15/25	193.60
		(MINIMUM RENTAL 4-WEEK, DAY 4.03, WEEK 16.13, 4-WEEK 48.40)			
6	2112025042	TREN-SHORE 25-42 X 3.5'	03/26/25	04/15/25	680.40
		(MINIMUM RENTAL 1 WEEK, DAY 9.45, WEEK 37.80, 4-WEEK 113.40)			
1	2129009000	TREN-SHORE HYDRAULIC PUMP	03/26/25	04/15/25	114.00
		(MINIMUM RENTAL 1 WEEK, DAY 9.50, WEEK 38.00, 4-WEEK 114.00)			
1	2129009003	TSC TREN-SHORE REG TOOL 50"	03/26/25	04/15/25	10.80
		(MINIMUM RENTAL 1 WEEK, DAY 0.90, WEEK 3.60, 4-WEEK 10.80)			
1	902000011	CUSTOMER RETURNED TO YARD Return Receipt RCOL20373817 4/15 signed by Tom R Tyler (RATE 0.00)	-	-	0.00
3.5	902000004	PICKUP - BOOM/TRLR/HLPR Return Receipt RCOL20375552 4/23 w/ RC20200791 (RATE 152.00)	-	-	532.00

EQUIPMENT REMAINING ON RENT AS OF - 4/21/2025

QTY	NO.	EQUIPMENT
-----	-----	-----------

PAYMENT DUE DATE IS 30 DAYS FROM INVOICE DATE VIA CHECK OR EFT
 1 1/2 % PER MONTH LATE FEE WILL BE CHARGED ON BALANCES NOT RECEIVED BY DUE DATE
 CREDIT CARDS ACCEPTED-A PROCESSING FEE WILL APPLY. CALL FOR DETAILS

COMPTON · 310-327-5554 CORONA · 951-734-4290 LAKE FOREST · 949-454-0858 MOORPARK · 805-529-4614 FULLERTON · 714-879-1005
 SAN DIEGO · 858-530-2500 BANNING · 951-849-1611 LAS VEGAS · 702-651-0920 BAKERSFIELD · 661-396-9160 FRESNO · 559-691-4123
 SAN LEANDRO · 510-900-0595 SACRAMENTO · 916-290-4020

TRENCH SHORING COMPANY

206 N. CENTRAL AVENUE
COMPTON, CA 90220
www.trenchshoring.com

***NEW REMIT ADDRESS**

TRENCH SHORING COMPANY
P.O. BOX 2970
SEAL BEACH, CA 90740

RENTAL INVOICE

NO. RI20502006
CONTRACT NO. RC20200791
SEQUENCE NO. 2
4/25/2025
PAGE 2 OF 2



BURNS PACIFIC CONSTRUCTION
3541 OLD CONEJO ROAD
SUITE #114
NEWBURY PARK, CA 91320

CUSTOMER NO. 2848
ON RENT DATE 02/26/25
PO NO.
JOB NO. 2117
JOBSITE DRISKILL
EDDIE
DRISKILL ST & LA PUERTA AVE
OXNARD, CA 93030
ORDERED BY EDDIE SOLORIO

QTY	NO.	EQUIPMENT	FROM DATE	THRU DATE	AMOUNT
NO ITEMS REMAINING ON RENT					

PAYMENT DUE DATE IS 30 DAYS FROM INVOICE DATE VIA CHECK OR EFT
1 ½ % PER MONTH LATE FEE WILL BE CHARGED ON BALANCES NOT RECEIVED BY DUE DATE
CREDIT CARDS ACCEPTED-A PROCESSING FEE WILL APPLY. CALL FOR DETAILS

RENTAL	3,023.80
SALES	532.00
TAX	0.00
TOTAL	3,555.80

COMPTON · 310-327-5554 CORONA · 951-734-4290 LAKE FOREST · 949-454-0858 MOORPARK · 805-529-4614 FULLERTON · 714-879-1005
SAN DIEGO · 858-530-2500 BANNING · 951-849-1611 LAS VEGAS · 702-651-0920 BAKERSFIELD · 661-396-9160 FRESNO · 559-691-4123
SAN LEANDRO · 510-900-0595 SACRAMENTO · 916-290-4020

TRENCH SHORING COMPANY

206 N. CENTRAL AVENUE

COMPTON, CA 90220

www.trenchshoring.com

***NEW REMIT ADDRESS**

TRENCH SHORING COMPANY

P.O. BOX 2970

SEAL BEACH, CA 90740

RENTAL INVOICE

NO. RI20502912

CONTRACT NO. RC20200467

SEQUENCE NO. 2

4/28/2025

PAGE 1 OF 1



BURNS PACIFIC CONSTRUCTION
 3541 OLD CONEJO ROAD
 SUITE #114
 NEWBURY PARK, CA 91320

CUSTOMER NO. 2848
 ON RENT DATE 02/24/25
 PO NO.
 JOB NO. 21-17
 JOBSITE 21-17
 1960 La Puerta Ave
 OXNARD, CA 93030

ORDERED BY EDDIE

QTY	NO.	EQUIPMENT	FROM DATE	THRU DATE	AMOUNT
13	1103000610	TRENCH TOP 6'X10' WELDED TREATED <i>(MINIMUM RENTAL 5 DAY, DAY 7.50, WEEK 52.50, 4-WEEK 210.00)</i>	03/24/25	04/20/25	2,730.00
1	1199009000	TSC TRENCH TOP LIFTING EYE 1-1/4"-3.5 X 1" PROJECTION <i>(MINIMUM RENTAL 5 DAY, DAY 1.20, WEEK 8.40, 4-WEEK 33.60)</i>	03/24/25	04/20/25	33.60
1	902000009	PICKUP - NO CHARGE Return Receipt RCOL20376281 4/23 n/c p/u on RC20200791 <i>(RATE 0.00)</i>	-	-	0.00

EQUIPMENT REMAINING ON RENT AS OF - 4/20/2025

QTY	NO.	EQUIPMENT
13	1103000610	TRENCH TOP 6'X10' WELDED TREATED
1	1199009000	TSC TRENCH TOP LIFTING EYE 1-1/4"-3.5 X 1" PROJECTION

RENTAL	2,763.60
SALES	0.00
TAX	0.00
TOTAL	2,763.60

PAYMENT DUE DATE IS 30 DAYS FROM INVOICE DATE VIA CHECK OR EFT
 1 ½ % PER MONTH LATE FEE WILL BE CHARGED ON BALANCES NOT RECEIVED BY DUE DATE
 CREDIT CARDS ACCEPTED-A PROCESSING FEE WILL APPLY. CALL FOR DETAILS

COMPTON · 310-327-5554 CORONA · 951-734-4290 LAKE FOREST · 949-454-0858 MOORPARK · 805-529-4614 FULLERTON · 714-879-1005
 SAN DIEGO · 858-530-2500 BANNING · 951-849-1611 LAS VEGAS · 702-651-0920 BAKERSFIELD · 661-396-9160 FRESNO · 559-691-4123
 SAN LEANDRO · 510-900-0595 SACRAMENTO · 916-290-4020

TRENCH SHORING COMPANY

206 N. CENTRAL AVENUE
COMPTON, CA 90220
www.trenchshoring.com

***NEW REMIT ADDRESS**

TRENCH SHORING COMPANY
P.O. BOX 2970
SEAL BEACH, CA 90740

RENTAL INVOICE

NO. RI20503554
CONTRACT NO. RC20087905
SEQUENCE NO. 39
4/30/2025
PAGE 1 OF 1



BURNS PACIFIC CONSTRUCTION
3541 OLD CONEJO ROAD
SUITE #114
NEWBURY PARK, CA 91320

CUSTOMER NO. 2848
ON RENT DATE 05/12/22
PO NO.
JOB NO. 220
JOBSITE 220
220 DRISKILL
OXNARD, CA 93031

ORDERED BY EDDIE RIVERA

QTY	NO.	EQUIPMENT	FROM DATE	THRU DATE	AMOUNT
2	1103000608	TRENCH TOP 6'X8' TREATED	04/10/25	04/23/25	168.00
			04/24/25	04/24/25	12.00
		<i>(MINIMUM RENTAL 5 DAY, DAY 6.00, WEEK 42.00, 4-WEEK 168.00)</i>			
1	902000009	PICKUP - NO CHARGE Return Receipt RCOL20377118 4/25 n/c p/u on RC20177823 <i>(RATE 0.00)</i>	-	-	0.00

EQUIPMENT REMAINING ON RENT AS OF - 4/24/2025

QTY	NO.	EQUIPMENT
NO ITEMS REMAINING ON RENT		

RENTAL	180.00
SALES	0.00
TAX	0.00
TOTAL	180.00

PAYMENT DUE DATE IS 30 DAYS FROM INVOICE DATE VIA CHECK OR EFT
1 1/2 % PER MONTH LATE FEE WILL BE CHARGED ON BALANCES NOT RECEIVED BY DUE DATE
CREDIT CARDS ACCEPTED-A PROCESSING FEE WILL APPLY. CALL FOR DETAILS

TRENCH SHORING COMPANY

206 N. CENTRAL AVENUE
 COMPTON, CA 90220
 www.trenchshoring.com

***NEW REMIT ADDRESS**

TRENCH SHORING COMPANY
 P.O. BOX 2970
 SEAL BEACH, CA 90740

RENTAL INVOICE

NO. RI20509140
 CONTRACT NO. RC20200467
 SEQUENCE NO. 3
 5/20/2025
 PAGE 1 OF 1



BURNS PACIFIC CONSTRUCTION
 3541 OLD CONEJO ROAD
 SUITE #114
 NEWBURY PARK, CA 91320

CUSTOMER NO. 2848
 ON RENT DATE 02/24/25
 PO NO.
 JOB NO. 21-17
 JOBSITE 21-17
 1960 La Puerta Ave
 OXNARD, CA 93030

ORDERED BY EDDIE

QTY	NO.	EQUIPMENT	FROM DATE	THRU DATE	AMOUNT
3	1103000610	TRENCH TOP 6'X10' WELDED TREATED	04/21/25	04/21/25	22.50
10	1103000610	TRENCH TOP 6'X10' WELDED TREATED (MINIMUM RENTAL 5 DAY, DAY 7.50, WEEK 52.50, 4-WEEK 210.00)	04/21/25	04/24/25	300.00
2	902000004	PICKUP - BOOM/TRLR/HLPR Return Receipt RCOL20376363 4/25 w/ RC20087905 , RC20177823 (RATE 152.00)	-	-	304.00
1	1199009000	TSC TRENCH TOP LIFTING EYE 1-1/4"-3.5 X 1" PROJECTION Billout lifting eye per Eddie	-	-	159.50

EQUIPMENT REMAINING ON RENT AS OF - 4/24/2025

QTY	NO.	EQUIPMENT
NO ITEMS REMAINING ON RENT		

RENTAL	322.50
SALES	463.50
TAX	14.75
TOTAL	800.75

PAYMENT DUE DATE IS 30 DAYS FROM INVOICE DATE VIA CHECK OR EFT
 1 1/2 % PER MONTH LATE FEE WILL BE CHARGED ON BALANCES NOT RECEIVED BY DUE DATE
 CREDIT CARDS ACCEPTED-A PROCESSING FEE WILL APPLY. CALL FOR DETAILS

Contingency
Draw
Request (CDR)

Owner Oxnard School District
Architect IBI Group
Contractor Balfour Beatty
PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Change Order Request #: 396
Date: 6-30-2025

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 365 – CDR 396 – City Inspection Fees – Sewer & Water (04/12/25)	
City of Oxnard inspection fees for sewer connection on La Puerta and 3" water connection for backflow on 04/12/25.	\$ 2,281.00

- The cost of this work will be drawn from E&O Contractor Contingency:
 The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
Balfour Beatty

ARCHITECT
IBI Group

PROGRAM MANAGER
CFW Group, Inc.

By: Rafael Ramirez
Date: 2025-06-30

By: _____
Date: _____

By: (Signature)
Date: 7-9-25

RECOMMENDED

OWNER - Oxnard School District

By: Kurt Pipo

Date: 7/18/25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	6-30-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 396 – City Inspection Fees – Sewer & Water (04/12/25)
 City of Oxnard inspection fees for sewer connection on La Puerta and 3" water connection for backflow on 04/12/25.

A. Subcontractor's Cost			
Burns Pacific			
COR 51 City of Oxnrđ Inspection Fees on 04-12-25	\$	2,084.53	
Insurance @ 1%	\$	21.06	
		Subtotal B: \$	2,105.59
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
Overhead & Profit 5% of Subtotal A	\$	105.28	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	105.28
D. Bond at 1%			
		Subtotal D: \$	22.81
E. Builders Risk Insurance at 1%			
		Subtotal E: \$	22.81
F. General Liability at 1.04%			
		Subtotal F: \$	23.72
Grand Total = (A + B + C + D + E + F)		\$	2,281.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2025-06-30

Print Name & Title (General Contractor)

Signature

Date

BURNS PACIFIC CONSTRUCTION, INC.
EXTRA WORK REPORT BILLING SUMMARY

DATE: 04/12/25

REPORT NO. 4034

COR NO. 51

WO NO.

JOB DESCRIPTION: Sewer Connection & 3" water connection

JOB NO. 21-17

1.	Labor	Classification	ST Hrs.	Rate	OT Hrs.	Rate	DT Hrs.	Rate	Amount
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
Labor rates include cost of labor, fringe benefits, taxes									Total Labor: \$ -

2.	Materials / Equipment Rentals	Amount
	City of Oxnard Inv.# 7600 for Saturday, 4/12/25. See EWT# 4006	\$ 1,785.84
Total Materials / Equipment Rentals:		\$ 1,785.84

3.	Subcontractors	Amount
		\$ -
		\$ -
Total Subcontractors:		\$ -

4.	EQ ID	Equipment	Hrs.	Rate	Amount
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Equipment:					\$ -

TOTAL ITEMS 2 THRU 4:	\$	1,785.84
ADD OVERHEAD & PROFIT	\$	267.88
TOTAL ITEMS 2 THRU 4 INCLUDING MARKUP:	\$	2,053.72
ADD COST OF LABOR - ITEM 1:	\$	-
TOTAL AMOUNT FOR THIS REPORT:	\$	2,053.72

BURNS PACIFIC CONSTRUCTION, INC.
EXTRA WORK TICKET

DATE: 04/12/25

REPORT NO. 4034

JOB NO. 21-17

LOCATION: La Puerta

COMPANY: BBC

JOB DESCRIPTION:

Sewer connection on La Puerta, also 3" water connection to backflow. See Extra Work Ticket # 4006.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.

Materials / Equipment Rentals /Subcontractors	Ticket#
City Of Oxnard Inspection Billing	7600

EQ ID	Equipment	Hrs.

BPC Foreman: _____

Contractor Signature: _____



City of Oxnard
 Building and Engineering Division
 214 South "C" Street
 Oxnard, CA 93030

General Invoice

Customer Copy

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
BURNS-PACIFIC CONSTRUCTION	05/02/2025	7600	\$0.00	06/01/2025	\$1,785.84

PAST DUE AMOUNT	ACCOUNT BALANCE
\$0.00	\$1,785.84

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
CD- INSPECTOR OT REIMBURSEMENT	1.00	\$1700.800000	EACH	\$1,700.80	\$0.00	\$0.00	\$1,700.80
CD- PERMT CENTER FEES	1.00	\$85.040000	EACH	\$85.04	\$0.00	\$0.00	\$85.04
Invoice Total:							\$1,785.84

Inspection Billing for: Richard Gomez
 Rose Ave Elementary School
 Sewer Connection on La Puerta, also 3" water connection to Backflow
 Permit #21-3856
 Saturday: 4/12/25 from 7:00am-3:30pm (8 hours)
 Total: 8 hrs. @ \$212.60 per hr.= \$1,700.80
 5% surcharge= \$85.04
 Total to Bill: 8 hours= \$1,785.84
 PAYMENT DUE IN FULL WITHIN THIRTY (30) DAYS OF INVOICE DATE.

✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂



City of Oxnard
 Building and Engineering Division
 214 South "C" Street
 Oxnard, CA 93030

General Invoice

Remit Portion

Invoice Date	05/02/2025
Invoice Number	7600
Customer Number	21487
Amount Paid	
Due Date	06/01/2025
Invoice Total Due	\$1,785.84

BURNS-PACIFIC CONSTRUCTION
 505 THOUSAND OAKS BLVD
 Thousand Oaks, CA 91360

Please write your Account Number on your check and
 enclose this portion of the bill with your payment.
 Make checks payable to: City of Oxnard

00000182025500007600000001785849

Contingency	Owner	<input checked="" type="checkbox"/>	Oxnard School District
Draw	Architect	<input checked="" type="checkbox"/>	IBI Group
Request (CDR)	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Change Order Request #: 397
	Date: 6-30-2025
TO: Oxnard School District 1051 South A. Street Oxnard, CA 93030	

The Contract is changed as follows:

Reference Cost Event 365 – CDR 397 – Form and Grade Extra Sidewalk Sections	
Formed and graded additional sidewalk sections removed per direction from the City of Oxnard. Work included forming to meet ADA 2% cross-slope requirements, verified by the City Inspector. New sidewalk sections were matched to align with adjacent existing sidewalks for a uniform transition.	\$ 7,422.00

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
By: <u>Rafael Ramirez</u>	By: _____	By: <u>(Signature)</u>
Date: <u>2025-06-30</u>	Date: _____	Date: <u>7-9-25</u>

RECORDED

OWNER - Oxnard School District

By: Krist Rife Date: 7/18/25

Contingency

Draw

Request (CDR)

Owner Oxnard School District
 Architect IBI Group
 Contractor Balfour Beatty
 PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
 200 East Driskill St.
 Oxnard, CA 93030

Change Order Request #: 398
 Date: 6-30-2025

TO: Oxnard School District
 1051 South A. Street
 Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 365 – CDR 397 – Form and Grade Extra Sidewalk Sections	
Formed and graded additional sidewalk sections removed per direction from the City of Oxnard. Work included forming to meet ADA 2% cross-slope requirements, verified by the City Inspector. New sidewalk sections were matched to align with adjacent existing sidewalks for a uniform transition.	\$ 7,422.00

The cost of this work will be drawn from E&O Contractor Contingency:

The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
 Balfour Beatty

ARCHITECT
 IBI Group

PROGRAM MANAGER
 CFW Group, Inc.

By: Rafael Flamilla

By: _____

By: _____

Date: 2025-06-30

Date: _____

Date: _____

OWNER - Oxnard School District

By : _____

Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	6-30-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 397 – Form and Grade Extra Sidewalk Sections

Formed and graded additional sidewalk sections removed per direction from the City of Oxnard. Work included forming to meet ADA 2% cross-slope requirements, verified by the City Inspector. New sidewalk sections were matched to align with adjacent existing sidewalks for a uniform transition.

A. Subcontractor's Cost			
Burns Pacific			
COR 53 Form and Grade Extra Sidewalk Sections	\$	6,785.04	
Insurance @ 1%	\$	68.54	
		Subtotal B: \$	6,853.58
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A	\$	342.68	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	342.68
D. Bond at 1%		Subtotal D: \$	74.22
E. Builders Risk Insurance at 1%		Subtotal E: \$	74.22
F. General Liability at 1.04%		Subtotal F: \$	77.19
Grand Total = (A + B + C + D + E + F)		\$	7,422.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

2025-06-30

Print Name & Title (General Contractor)

Signature

Date

CHANGE ORDER REQUEST

COMPANY: Balfour Beatty Construction
ADDRESS: 13520 Evening Creek Drive, Suite 270
 San Diego, CA 92128
JOB LOCATION: Rose Ave. Elementary School

BID NO: 5769
COR NO: 53 **REV NO:**
PO or RFI NO: N/A
JOB NO: 21-17
BID DATE: 06/13/25
BID REVISION DATE:

CONTACT: Rafael Alamillo
CELL: (805) 208-7462
OFFICE:
EMAIL: ralamillo@balfourbeattyus.com

BY: Michael Moraga
CELL: (805) 320-0518
OFFICE: (805) 371-4171
EMAIL: mmoraga@burnspacific.com

SCOPE OF WORK: Form and grade extra sidewalk sections.

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
WORK ITEMS:				
05/01/25 Report No. 4022	1	LS	2,360.96	\$2,360.96
05/02/25 Report No. 4024	1	LS	4,323.81	\$4,323.81

Direct Costs Total	\$6,684.77
Bond Fee	\$100.27
GRAND TOTAL	\$6,785.04

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.

BURNS PACIFIC CONSTRUCTION, INC.

EXTRA WORK TICKET

DATE: 5-1-25

REPORT NO. 4022

THURSDAY

JOB NO. 21-17

LOCATION: La Puente AND DRISKILL

COMPANY: BBC

JOB DESCRIPTION: FORM AND Grade extra sidewalk sections
REMOVED PER CITY OF OXNARD. FORMED to meet
ADA 2%. Forms inspected BY city inspector, AND ASKED
TO match existing walks.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
En Solario	Foreman/Operator	2		
Alberto Sanchez	LABORER	6		
Chris Rodriguez	LABORER	6		

Materials / Equipment Rentals /Subcontractors	Ticket#
Lowe's 2x4 Forms # 113997760 - 5-01-25	

EQ ID	Equipment	Hrs.
C-21	UTILITY TOOL TRUCK	6
BPC	Vibratory Compaction Plate	6

BPC Foreman: En Solario

Co. Rep. Signature: [Signature]

JOB # 21...
Daily # 250501A



EWT # 4022



LEARN MORE AT LOWES.COM/NYLOWESREWARDS

LOWE'S HOME CENTERS, LLC
301 WEST GONZALES ROAD
OXNARD, CA 93036 (805) 981-2330

- SALE -

SALES#: S1941KCN 5147214 TRANS#: 113997760 05-01-25

51516 2-4-12 TC STD AND BTR GRN	45.72
6 @ 7.62	
CA LUMBER FEE	0.46
51516 2-4-12 TC STD AND BTR GRN	3.81
CA LUMBER FEE	0.04

SUBTOTAL:	50.03
TOTAL TAX:	4.58
INVOICE 94745 TOTAL:	54.61
VISA:	54.61

VISA: XXXXXXXXXXXX4588 AMOUNT: 54.61 AUTHCD: 092678
 TAP REF ID: 194103745020 05/01/25 07:56:39
 CUSTOMER CODE: 2117
 TVR : 0000000000
 AID : A0000000031010

STORE: 1941 TERMINAL: 03 05/01/25 07:56:49
 # OF ITEMS PURCHASED: 7
 EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
 FOR FULL DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS
 A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
 AT OUR CUSTOMER SERVICE DESK

MY LOWE'S REWARDS CREDIT CARDHOLDERS GET MORE.
 FOR DETAILS VISIT LOWES.COM/NYLOWESREWARDS

 * SHARE YOUR FEEDBACK!
 * ENTER FOR A CHANCE TO BE
 * ONE OF FIVE \$500 WINNERS DRAWN MONTHLY!
 * ENTRE EN EL SORTEO MENSUAL.
 * PARA SER UNO DE LOS CINCO GANADORES DE \$500!
 *

Rose Avenue Elementary
BURNS PACIFIC CONSTRUCTION, INC.

EXTRA WORK TICKET

Extra Sidewalk Removal

DATE: 5.2.25
 FRIDAY

REPORT NO. 4024

JOB NO. 21-17

LOCATION: la Puente & Driskill

COMPANY: BBC

JOB DESCRIPTION: Poured back sidewalks at utility crossings and point of connections. Removed more panels than originally planned to remove when bid for job. City of Exton required to remove concrete to nearest cold joint each way from our saw cutting.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
E. Solorio	Fore/Operator	4		
H. Farfan	Laborer	4		
A. Reyes	Laborer	4		
A. Sanchez	Laborer	4		
C. Rodriguez	Laborer	4		

Materials / Equipment Rentals / Subcontractors	Ticket#
STATE READY Mix Concrete 6 1/2 YARDS	124822

EQ ID	Equipment	Hrs.
C-21	UTILITY crew TRUCK	4

BPC Foreman: 

Co. Rep. Signature: FOR Tim Hoyt 

115

Customer # 1033380	Sold To 1033380
Ship To 5601932	Bill To 1033380

21-17

INVOICE

Invoice No: 96755857
 Invoice Date: 05/02/2025
 Invoice Amt: 2,769.64
 Invoice Due: 06/01/2025



Phone: (805) 673-605 x
 E-mail: cust@140-25.com
 911-63 *

BILL TO: BURNS PACIFIC CONSTRUCTION INC
 3541 911-63 + STE 114
 NEW 250-00 + 1320-6314
 USA 40-00 +
 41-00 +
 1,242-63 x

Ship to: BURNS PACIFIC CONSTRUCTION INC
 C-PW 220 S DRISKILL ST, OXNARD
 220 S DRISKILL ST
 OXNARD CA 93030-5544

Order #	Project/Order #	Shipped Via	Terms	Due Date
23	1604	Delivery	Net due 30 days	06/01/2025

Ship Date	Transit Number	Prod Num	Description	UOM	Quantity Shipped	Unit Price	Tax	Gross Price
05/02/2025	1,242-63 +	N2040	2500 PSI GRAVEL BLEND	CY	9.500	140.25	Y	1,332.38
05/02/2025	114-94 +	9	PREVAILING WAGE FEE AB 219	LD	1	250.00	Y	250.00
05/02/2025	1,357-576 +	N2040	2500 PSI GRAVEL BLEND	CY	3.000	140.25	Y	420.75
05/02/2025	124922	378R	SHORT_LOAD	CY	1.000	120.00	Y	120.00
05/02/2025	124922	378R	AB219	LD	1	250.00	Y	250.00
			Energy Fee	LD	2.000	40.00	Y	80.00
			Environmental Fee	LD	2.000	41.00	Y	82.00

Please include invoice number on checks & copy of invoices with adjustments

Total Quantity: 12.500
 State & Local Taxes 9.250 %

POSTED PW

SUBTOTAL: 2,535.13
Tax: 234.51
Total: 2,769.64

REMIT TO:
 CALPORTLAND COMPANY
 PO BOX 847409
 LOS ANGELES CA 90084-7409
 JSA

We impose a surcharge of 2.25% on the transaction amount on all credit card products, which is not greater than our cost of processing. We do not impose a surcharge on debit cards.

Thank you for your business!

ORIGINAL

Contingency	Owner	<input checked="" type="checkbox"/>	Oxnard School District
Draw	Architect	<input checked="" type="checkbox"/>	IBI Group
Request (CDR)	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Change Order Request #: 398
	Date: 6-30-2025
TO: Oxnard School District 1051 South A. Street Oxnard, CA 93030	

The Contract is changed as follows:

Reference Cost Event 365 – CDR 398 – Storm Drain Adjustments at La Puerta	
Lowered 12" and 6" storm drain lines at La Puerta to accommodate field conditions. Poured concrete collars at drain boxes #4 and #5 for bubbler outlets. Completed backfill, compaction, and finish grading to match existing grade transitions.	\$ 2,457.00

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
By: <u>Rafael Ramirez</u>	By: _____	By: <u>(24) RECOMMENDED</u>
Date: <u>2025-06-30</u>	Date: _____	Date: <u>7-15-25</u>
OWNER - Oxnard School District	By: <u>Kristi Piro</u>	Date: <u>7/18/25</u>

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	6-30-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 398 – Storm Drain Adjustments at La Puerta

Lowered 12" and 6" storm drain lines at La Puerta to accommodate field conditions. Poured concrete collars at drain boxes #4 and #5 for bubbler outlets. Completed backfill, compaction, and finish grading to match existing grade transitions.

A. Subcontractor's Cost			
Burns Pacific			
COR 52 Lower SD Lines at La Puerta	\$	2,245.46	
Insurance @ 1%	\$	22.68	
		Subtotal B: \$	2,268.14
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
Overhead & Profit 5% of Subtotal A	\$	113.41	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	113.41
D. Bond at 1%			
		Subtotal D: \$	24.57
E. Builders Risk Insurance at 1%			
		Subtotal E: \$	24.57
F. General Liability at 1.04%			
		Subtotal F: \$	25.55
Grand Total = (A + B + C + D + E + F)		\$	2,457.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2025-06-30

Print Name & Title (General Contractor)

Signature

Date

CHANGE ORDER REQUEST

COMPANY: Balfour Beatty Construction
ADDRESS: 13520 Evening Creek Drive, Suite 270
 San Diego, CA 92128
JOB LOCATION: Rose Ave. Elementary School

BID NO: 5769
COR NO: 52 **REV NO:**
PO or RFI NO: N/A
JOB NO: 21-17
BID DATE: 06/13/25
BID REVISION DATE:

CONTACT: Rafael Alamillo
CELL: (805) 208-7462
OFFICE:
EMAIL: ralamillo@balfourbeattyus.com

BY: Michael Moraga
CELL: (805) 320-0518
OFFICE: (805) 371-4171
EMAIL: mmoraga@burnspacific.com

SCOPE OF WORK: Lower 12" and 6" SD lines at La Puerta

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
WORK ITEMS: 05/01/25 Report No. 4021	1	LS	2,212.28	\$2,212.28

Direct Costs Total	\$2,212.28
Bond Fee	\$33.18
GRAND TOTAL	\$2,245.46

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.

LOWER 12" + 6" S/D LINES
BURNS PACIFIC CONSTRUCTION, INC.
 EXTRA WORK TICKET

DATE: 5-1-25
THURSDAY

REPORT NO. 4021
 JOB NO. 21-17

LOCATION: EAST PARKING LOT storm drain

COMPANY: BBC

JOB DESCRIPTION: Poured Concrete Collars at the Drain
BOXES # 4 & 5 Bubblers - Finished BACKFILL AND
COMPACTION AND DRESSED UP to match grading
FEATHERS.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
<u>EO Solorio</u>	<u>OPERATORY FORE</u>	<u>4</u>		
<u>Humberto Ruiz</u>	<u>P-Layer</u>	<u>4</u>		
<u>Andrew Reyes</u>	<u>P-Layer</u>	<u>4</u>		

Materials / Equipment Rentals / Subcontractors	Ticket#

EQ ID	Equipment	Hrs.
<u>299L</u>	<u>SKID STEER LOADER</u>	<u>4</u>
<u>BPC</u>	<u>WACKER COMPACTOR</u>	<u>4</u>

BPC Foreman: EO Solorio Co. Rep. Signature: 102 Tim Holt 

Contingency
Draw
Request (CDR)

Owner Oxnard School District
Architect IBI Group
Contractor Balfour Beatty
PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Change Order Request #: 399

Date: 6-30-2025

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 365 – CDR 399 - Chlorination of Fire Line Performed chlorination of the 6" fire riser lines at the building.	\$ 1,721.00
--	-------------

- The cost of this work will be drawn from E&O Contractor Contingency:
 The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
Balfour Beatty

ARCHITECT
IBI Group

PROGRAM MANAGER
CFW Group, Inc.

By: Rafael Ramirez

By: _____

By: (CW)

Date: 2025-06-30

Date: _____

Date: 7-9-25

OWNER - Oxnard School District

By: Kurt Pijo

Date: 7/18/25

RECOMMENDED

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	6-30-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 399 - Chlorination of Fire Line
 Performed chlorination of the 6" fire riser lines at the building.

A. Subcontractor's Cost			
Burns Pacific			
COR 54 Chlorination of Fire Line	\$	1,572.87	
Insurance @ 1%	\$	15.89	
		Subtotal B: \$	1,588.76
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A	\$	79.44	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	79.44
D. Bond at 1%		Subtotal D: \$	17.21
E. Builders Risk Insurance at 1%		Subtotal E: \$	17.21
F. General Liability at 1.04%		Subtotal F: \$	17.90
Grand Total = (A + B + C + D + E + F)		\$	1,721.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2025-06-30

Print Name & Title (General Contractor)

Signature

Date

BURNS PACIFIC CONSTRUCTION, INC.

EXTRA WORK REPORT BILLING SUMMARY

DATE: 05/11/25

REPORT NO. 4035

COR NO. 54

WO NO.

JOB DESCRIPTION: Chlorination of 6" Fire Line _____

JOB NO. 21-17

1.	Labor	Classificatio	ST Hrs.	Rate	OT Hrs.	Rate	DT Hrs.	Rate	Amount
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
Labor rates include cost of labor, fringe benefits, taxes									Total Labor: \$ -

2.	Materials / Equipment Rentals	Amount
	Southwest Chlorination, Inc. Inv.# 7504	\$ 1,347.50
	Reference EWT# 4013-Oxnard School District to be billed 50% for chlorination.	
Total Materials / Equipment Rentals:		\$ 1,347.50

3.	Subcontractors	Amount
		\$ -
		\$ -
Total Subcontractors:		\$ -

4.	EQ ID	Equipment	Hrs.	Rate	Amount
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Equipment:					\$ -

TOTAL ITEMS 2 THRU 4:	\$ 1,347.50
ADD OVERHEAD & PROFIT	\$ 202.13
TOTAL ITEMS 2 THRU 4 INCLUDING MARKUP:	\$ 1,549.63
ADD COST OF LABOR - ITEM 1:	\$ -
TOTAL AMOUNT FOR THIS REPORT:	\$ 1,549.63

BURNS PACIFIC CONSTRUCTION, INC.

EXTRA WORK TICKET

1 FIRE LINE CHLORINATED PER +

DATE: 4-16-25 CITY INSPECTOR REQUIREMENT

REPORT NO. 4013

JOB NO. 21-17

LOCATION: 220 DRISKILL ROSE AVENUE Elementary

COMPANY: Balfour Beatty

JOB DESCRIPTION: 6" FIRE RISERS OUT BUILDING CHLORINATION NOT ON SCOPE OF WORK FOR BURNS PACIFIC. FIRE LINE NEVER NEEDED. 3" DOMESTIC LINE WAS ALREADY CHLORINATED AND TESTED 2023.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
<i>Humberto Parfous</i>	<i>Pipe layer</i>	<i>2</i>		

Materials / Equipment Rentals / Subcontractors	Ticket#
<i>SOUTH WEST CHLORINATION SERVICE (SPLIT 50% COST TO DISTRICT FOR FIRE LINE CHLORINATION)</i>	<i>4-16-25</i>

EQ ID	Equipment	Hrs.

BPC Foreman: *[Signature]*

Co. Rep. Signature: *102 Tim Hoyt [Signature]*

19074

21-17

SOUTHWEST CHLORINATION, INC.

5739 Kanan Rd #282
Agoura Hills, CA 91301
(818) 707-4437

Invoice

Date	Invoice #
5/11/2025	7504

Bill To
Burns Pacific Construction 505 Thousand Oaks Blvd. Thousand Oaks, Ca 91360

Job Location
Oxnard, CA

Ordered By	Job No.	Terms	Start Date	Completion Date	Due Date	Phone
Ed	2117	Net 30	4/16/2025	4/18/25	6/10/2025	805-371-4171

Description	Amount
Chlorination of domestic water system - 500' of 3" and 500' of 6" (4/16/25)	840.00
Flushing of the water piping system (4/17/25)	840.00
Flush and take bacteria sample(s) (4/18/25)	390.00
6 Water Samples (P/A Test) SILL# 49256645-0	570.00
Delivery of bacteria samples to our laboratory	55.00

MGM

1. Payment in full is due within 30 days of receipt of the SCI invoice.
 2. All legal fees, court costs, and collection fees to be paid for by the customer requesting service, in case of default on the terms of this agreement.

Total	\$2,695.00
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Contingency
Draw
Request (CDR)

Owner Oxnard School District
Architect IBI Group
Contractor Balfour Beatty
PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Change Order Request #: 401
Date: 7-7-2025

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 365 – CDR 401 - Revised Irrigation Backflow Connection to Booster Pump Removal of 3" fitting to irrigation backflow. Installed shortened spool and trenched for revised, shorter connection to proposed booster pump.	\$ 1,270.00
---	-------------

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
Balfour Beatty

ARCHITECT
IBI Group

PROGRAM MANAGER
CFW Group, Inc.

By: Rafael Ramirez

By: _____

By: (Signature)

Date: 2025-07-07

Date: _____

Date: 7-9-25

OWNER - Oxnard School District

By: Kevin Pico

Date: 7/18/25

Recommendation

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	7-7-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 401 - Revised Irrigation Backflow Connection to Booster Pump

Removal of 3" fitting to irrigation backflow. Installed shortened spool and trenched for revised, shorter connection to proposed booster pump.

A. Subcontractor's Cost			
Burns Pacific	\$	1,160.15	
Insurance @ 1%	\$	11.72	
		Subtotal B: \$	1,171.87
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit* * N/A for Contingency Draw Requests			
Overhead & Profit 5% of Subtotal A	\$	58.59	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	58.59
D. Bond at 1%		Subtotal D: \$	12.70
E. Builders Risk Insurance at 1%		Subtotal E: \$	12.70
F. General Liability at 1.04%		Subtotal F: \$	13.21
Grand Total = (A + B + C + D + E + F) \$			1,270.00

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)


 Signature

2025-07-07
 Date

BURNS PACIFIC CONSTRUCTION, INC.

EXTRA WORK TICKET

DATE: 10-14-25
SATURDAY

REPORT NO. 4028

JOB NO. 21-17

LOCATION: 220 DRASKILL ROSE AVENUE School COMPANY: Deuffner Beatty

JOB DESCRIPTION: Remove 3" inch Fitting to Irrigation Backflow.
Installed Silencer Spool and Trenched for Silencer Connection
to proposed Booster pump.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
<u>ED Solerio</u>	<u>Foreman</u>		<u>4</u>	
<u>Francisco Moreno</u>	<u>Operator</u>		<u>4</u>	
<u>Humberto Falcon</u>	<u>pipe layers</u>		<u>4</u>	

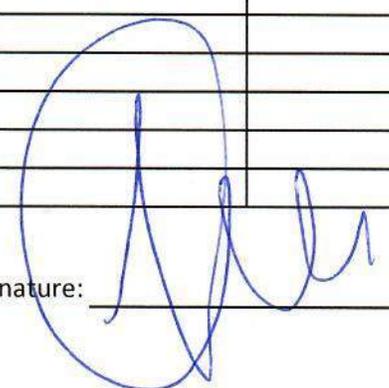
Materials / Equipment Rentals /Subcontractors	Ticket#

EQ ID	Equipment	Hrs.
<u>C-20</u>	<u>UTILITY TDDI TRUCK</u>	<u>4</u>
<u>420P</u>	<u>CAT BACKHOE</u>	<u>4</u>

BPC Foreman:



Co. Rep. Signature:



Carbajal, Filbert

From: Gerald Schober <gschober@cfwinc.com>
Sent: Wednesday, June 25, 2025 11:33
To: Timothy Hoyt; Maria Moraga
Cc: Mike Moraga; Ed Solorio; Renee Bronson; Garcia, Alex; Alamillo, Rafael; Carbajal, Filbert; Scott Burkett
Subject: RE: Rose Ave ES_RFI 612 Confirmation of Irrigation Backflow Modifications

External Email

Maria

It was noted yesterday by CFW that is additional work requested by the City. Timm will be tracking the time as noted.



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: Timothy Hoyt <timhoyt5@yahoo.com>
Sent: Wednesday, June 25, 2025 11:31 AM
To: Maria Moraga <mgmoraga@burnspacific.com>
Cc: Mike Moraga <mmoraga@burnspacific.com>; Ed Solorio <esolorio@burnspacific.com>; Renee Bronson <rbronson@burnspacific.com>; Alex Garcia <alexgarcia@balfourbeattyus.com>; Rafael Alamillo <ralamillo@balfourbeattyus.com>; Filbert Carbajal <fcarbajal@balfourbeattyus.com>; Scott Burkett <sburkett@cfwinc.com>; Gerald Schober <gschober@cfwinc.com>; Tim Hoyt <timhoyt5@yahoo.com>
Subject: Re: Rose Ave ES_RFI 612 Confirmation of Irrigation Backflow Modifications

Yes we talked this morning with Alex. I will track time only. Cost and validity to be determined by AOR and CFW.

Tim Hoyt

Project Inspector, DSA Class 1
TIM HOYT CONSTRUCTION SERVICES, Inc.
805-443-3002

On Wednesday, June 25, 2025 at 08:50:37 AM PDT, Maria Moraga <mgmoraga@burnspacific.com> wrote:

Good Morning Tim,

Ed will be reaching out to you once he is ready to start this job, and will request that you sign the Extra Work Ticket for this work.

Thank you,

Maria Gil-Moraga

Burns Pacific Construction, Inc.

3541 Old Conejo Road, Suite# 114

Newbury Park, CA 91320

Phone (805) 371-4171

From: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>

Sent: Wednesday, June 25, 2025 7:42 AM

To: Maria Moraga <mgmoraga@burnspacific.com>; Ed Solorio <esolorio@burnspacific.com>; Mike Moraga <mmoraga@burnspacific.com>

Cc: Alamillo, Rafael <RAamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>

Subject: FW: Rose Ave ES_RFI 612 Confirmation of Irrigation Backflow Modifications

Maria please move forward with exposing the riser at the landscape backflow in effort to see the needed to isolate the domestic service. I will coordinate with Ed.

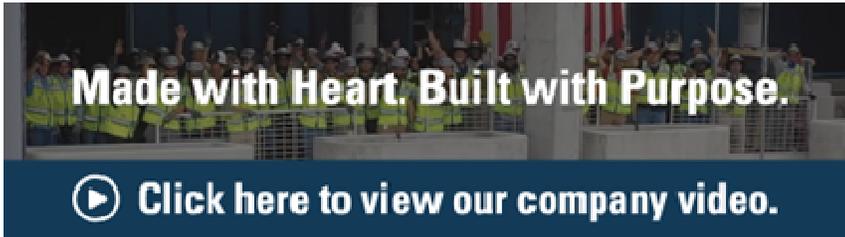
Please inform the IOR of the work.

Alexander Garcia

Project Superintendent | Balfour Beatty

C: 805-400-5787

E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com



From: Garcia, Alex

Sent: Wednesday, June 25, 2025 7:37 AM

To: sburkett@cfwinc.com; Gerald Schober (gschober@cfwinc.com) <gschober@cfwinc.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Ruben Ruiz <ruben.ruiz@arcadis.com>

Cc: Bennett, Mark <mbennett@oxnardsd.org>; Marcos Lopez <m6lopez@oxnardsd.org>; Kanani, Janvi <janvi.kanani@arcadis.com>; Tran Truong <tran.truong@arcadis.com>; Tim Hoyt <timhoyt5@yahoo.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Alamillo, Rafael <RALamillo@Balfourbeattyus.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com

Subject: RE: Rose Ave ES_RFI 612 Confirmation of Irrigation Backflow Modifications

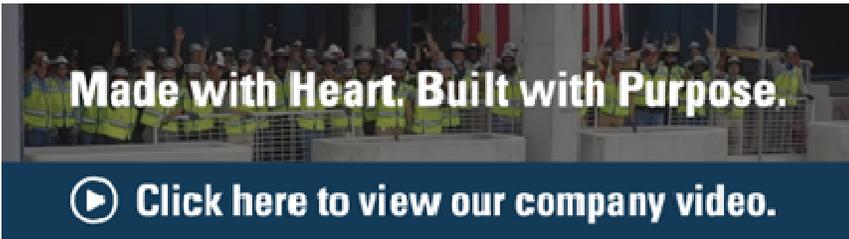
Scott, attached is the RFI for the Landscape backflow. As discussed, we will move forward on T/M with exposing the riser in order to figure out what needs to be done to isolate the domestic backflow/ service and meet the required by PW.

Alexander Garcia

Project Superintendent | Balfour Beatty

C: 805-400-5787

E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com



From: Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>
Sent: Tuesday, June 24, 2025 5:49 PM
To: Ruben Ruiz <ruben.ruiz@arcadis.com>
Cc: Bennett, Mark <mbennett@oxnardsd.org>; Marcos Lopez <m6lopez@oxnardsd.org>; sburkett@cfwinc.com; Gerald Schober (gschober@cfwinc.com) <gschober@cfwinc.com>; Kanani, Janvi <janvi.kanani@arcadis.com>; Tran Truong <tran.truong@arcadis.com>; Tim Hoyt <timhoyt5@yahoo.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Alamillo, Rafael <RALamillo@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: Rose Ave ES_RFI 612 Confirmation of Irrigation Backflow Modifications

Ruben,

Please see attached **RFI 612 Confirmation of Irrigation Backflow Modifications** for your review.

Thank you,

Filbert Carbajal

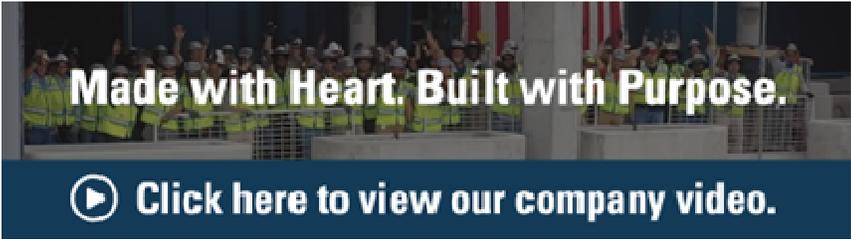
SENIOR PROJECT ENGINEER | Balfour Beatty

C: 805-266-1052

E: fcarbajal@balfourbeattyus.com | www.balfourbeattyus.com

300 E. Esplanade Drive, Suite 1220, Oxnard, CA 93036





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Contingency

Draw

Request (CDR)

Owner Oxnard School District
 Architect IBI Group
 Contractor Balfour Beatty
 PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
 200 East Driskill St.
 Oxnard, CA 93030

Change Order Request #: 402
 Date: 7-7-2025

TO: Oxnard School District
 1051 South A. Street
 Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 365 – CDR 402 - Radar Ceiling Tile Installation at AV Vault Door	
Provided and installed Radar ceiling tile at the AV Vault Door location to match adjacent ceiling finishes. Scope includes fabrication and installation of mockup to confirm fit and alignment prior to full installation.	\$ 6,201.00

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
Balfour Beatty

ARCHITECT
IBI Group

PROGRAM MANAGER
CFW Group, Inc.

By: Rafael Ramirez

By: _____

By: (TW) RECOMMENDED

Date: 2025-07-07

Date: _____

Date: 7-9-25

OWNER - Oxnard School District

By: Kurt Pfeiffer

Date: 7/18/25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	7-7-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 402 - Radar Ceiling Tile Installation at AV Vault Door

Provided and installed Radar ceiling tile at the AV Vault Door location to match adjacent ceiling finishes. Scope includes fabrication and installation of mockup to confirm fit and alignment prior to full installation.

A. Subcontractor's Cost			
Southcoast Acoustical Interiors	\$	5,668.74	
Insurance @ 1%	\$	57.26	
Bond @ 1.5%	\$	85.89	
		Subtotal B: \$	5,726.00
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A	\$	286.30	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	286.30
D. Bond at 1%		Subtotal D: \$	62.01
E. Builders Risk Insurance at 1%		Subtotal E: \$	62.01
F. General Liability at 1.04%		Subtotal F: \$	64.49
Grand Total = (A + B + C + D + E + F) \$			6,201.00

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)


 Signature

2025-07-07
 Date

CHANGE ORDER REQUEST

20



Title: Tiles for AV Vault
Project Name: Rose Ave
Project Address: 220 South Driskill Street
Oxnard, CA 93030

COR Date: 07/03/2025
SOUTHCOAST ACOUSTICAL INTERIORS Job Number: 5051542
Customer Job Number: 15650000
Customer Reference Number:

Our Information

SOUTHCOAST ACOUSTICAL INTERIORS

14980 Hilton Drive
Fontana, CA 92336
Phone: (909)-428-2600

Customer Information

Balfour Beatty
1501 Quail Street, Suite 130
Newport Beach, CA 92660
Phone: (949)-502-4000

Description of Change Order Request

Provide and install Radar ceiling tile at the AV Vault Door
Includes mockup

Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Journeyman	40.00	ST	\$90.46	\$3,618.40
Hours Subtotals: ST: 40.00			Total Labor:	\$3,618.40

Material

Description	Qty of Material	Unit of Measure	Rate	Total Cost
MATERIAL	1.00	TOTAL	\$1,205.46	\$1,205.46
			Total Material:	\$1,205.46

Subtotal		\$4,823.86
Tax (Materials)	8.750%	\$105.48
Total		\$4,929.34
Subcontractor's Overhead & Profit	15.000%	\$739.40
Requested Total		\$5,668.74

Terms & Conditions

The work covered by this Change Order shall be performed under the terms and conditions of the existing contract, unless otherwise stated.
Direction to proceed is required prior to commencement of work.

AJ Ortega

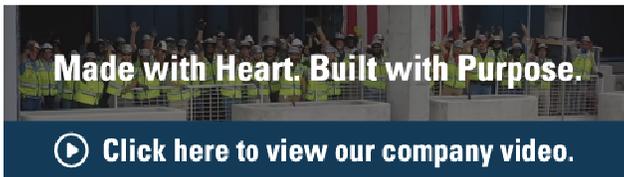
From: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>
Sent: Thursday, June 26, 2025 7:18 AM
To: art ortega; AJ Ortega; Juan Ramirez
Cc: Alamillo, Rafael; Kuykendall, Dennis; Carbajal, Filbert
Subject: RE: Rose Ave: Sample AV Tile Install (time sensitive)

Art I left you a message regarding what needs to take place. The tile needs to be a regular flat tile to match the finish (indentations), not a tegular like what's installed. Please call me if you have further questions. Juan and I went in to detail as to what needs to be provided.

Alexander Garcia

Project Superintendent | Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty



From: art ortega <aortega@socoast.us>
Sent: Wednesday, June 25, 2025 3:39 PM
To: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; ajortega@socoast.us; Juan Ramirez <jramirez@socoast.us>
Cc: Alamillo, Rafael <RALamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>
Subject: Re: Rose Ave: Sample AV Tile Install (time sensitive)

Please send cut sheet or product link over please.

Arthur Ortega

PRESIDENT | SOUTHCOAST ACOUSTICAL INTERIORS, INC

14980 HILTON DRIVE | FONTANA, CA 92336

T 909.428.2600 | F 909.428.2602 | C 909.322.3051

DBE | MBE | NAMC SoCal

From: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>

Sent: Tuesday, June 24, 2025 5:25 PM

To: AJ Ortega <ajortega@socoast.us>; Juan Ramirez <jramirez@socoast.us>; art ortega <aortega@socoast.us>

Cc: Alamillo, Rafael <RALamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>

Subject: RE: Rose Ave: Sample AV Tile Install (time sensitive)

Hello AJ, at the ceiling mounted AV vault there's a need for ceiling tile as the vault cover (exposed ceiling side) does not have a finish side. I discussed with Juan installing a regular tile with the same finish as a sample for the district. The costs for the time and material can be included in the costs figured. Can you please perform the installations asap.

Ralph, please issue the CE#.

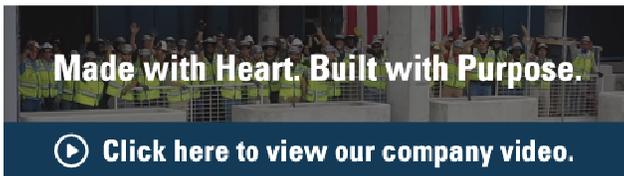
Alexander Garcia

Project Superintendent | Balfour Beatty

C: 805-400-5787

E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty



From: AJ Ortega <ajortega@socoast.us>

Sent: Tuesday, June 24, 2025 5:16 PM

To: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Juan Ramirez <jramirez@socoast.us>; art ortega <aortega@socoast.us>

Cc: Alamillo, Rafael <RALamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>

Subject: RE: Rose Ave: Sample AV Tile Install (time sensitive)

External Email

Good afternoon Alex,

Can you please advise what you are requesting onsite?

AJ Ortega

PROJECT MANAGER | SOUTHCOAST ACOUSTICAL INTERIORS, INC

14980 HILTON DRIVE | FONTANA, CA 92336

T 909.428.2600 | F 909.428.2602 | C 909.908.5751

DBE | MBE | NAMC SoCal

From: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>

Sent: Tuesday, June 24, 2025 8:01 AM

To: Juan Ramirez <jramirez@socoast.us>; AJ Ortega <ajortega@socoast.us>; art ortega <aortega@socoast.us>

Cc: Alamillo, Rafael <RALamillo@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>

Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>

Subject: Rose Ave: Sample AV Tile Install (time sensitive)

Juan I've tried calling you several times, as no one has showed up to install the sample ceiling tile discussed. Per our conversation someone was supposed to be here mid last week. The district is waiting on the sample to make a decision, please confirm that the install will take place today.

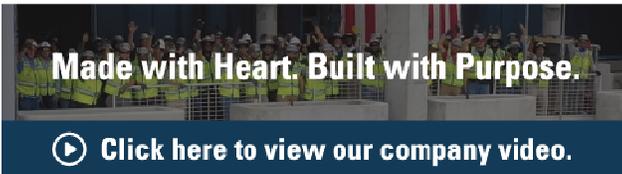
Alexander Garcia

Project Superintendent | Balfour Beatty

C: 805-400-5787

E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty



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Contingency

Draw

Request (CDR)

Owner Oxnard School District
 Architect IBI Group
 Contractor Balfour Beatty
 PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
 200 East Driskill St.
 Oxnard, CA 93030

Change Order Request #: 403

Date: 7-7-2025

TO: Oxnard School District
 1051 South A. Street
 Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 365 – CDR 403 – RFI 611 Crosswalk Modifications at Driskill/La Puerta	
Per RFI 611, scope includes removal of existing ladder-style crosswalk, installation of new ladder-style crosswalk, and associated traffic control at Driskill/La Puerta.	\$ 8,528.00

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
 Balfour Beatty

ARCHITECT
 IBI Group

PROGRAM MANAGER
 CFW Group, Inc.

By: Rafael Ramirez

By: _____

By: Gerald Schoper

Date: 2025-07-07

Date: _____

Date: 07/15/25
Recommendation

OWNER - Oxnard School District

By: Keith Rizo

Date: 7/18/25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	7-7-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 403 – RFI 611 Crosswalk Modifications at Driskill/La Puerta

Per RFI 611, scope includes removal of existing ladder-style crosswalk, installation of new ladder-style crosswalk, and associated traffic control at Driskill/La Puerta.

A. Subcontractor's Cost			
BC Rincon	\$	6,980.00	
O&P @ 10%	\$	698.00	
Bonds @ 1.5%	\$	118.12	
Insurance @ 1%	\$	78.75	
		Subtotal B: \$	7,874.87
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	393.74	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	393.74
D. Bond at 1%		Subtotal D: \$	85.28
E. Builders Risk Insurance at 1%		Subtotal E: \$	85.28
F. General Liability at 1.04%		Subtotal F: \$	88.69
Grand Total = (A + B + C + D + E + F)		\$	8,528.00

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)



Signature

2025-07-07

Date



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

CHANGE ORDER

JOB #: 21-198 **CCO#23**

DATE: 7/1/2025

TO: Balfour Beatty
 13520 Evening Creek Drive, North #270
 San Diego, CA 92128

PROJECT: Rose Avenue Elementary School
 220 South Driskill Street
 Oxnard, CA 93030

DESCRIPTION: Ladder Crosswalk

	<u>QTY</u>	<u>UNIT</u>	<u>UNIT \$</u>	<u>AMOUNT</u>
1) Remove existing Ladder Crosswalk	1	EA		\$1,980.00
2) Intall new Ladder Crosswalk	1	EA		\$3,300.00
3) Traffic Control	1	EA		\$1,700.00

Notes:

Prices good through 7/31/2025

Total \$6,980.00

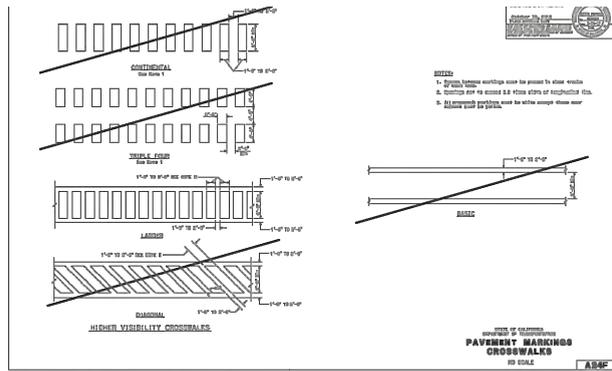
Original Contract	<u>\$420,000.00</u>
Other Approved Change Orders	<u>\$138,370.08</u>
This Request	<u>\$6,980.00</u>
Other Pending Request	<u>\$26,910.00</u>
Total Contract With This Change Order	<u>\$565,350.08</u>

Authorized Signature: Robert Noel
 BC Rincon Construction

Date: 7-1-2025

Authorized Signature: _____

Date: _____

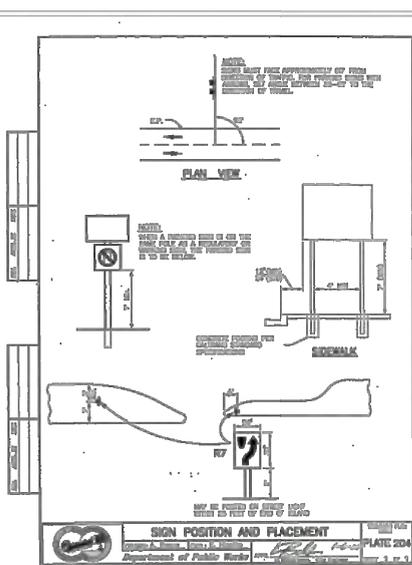


YELLOW LADDER CROSSWALK

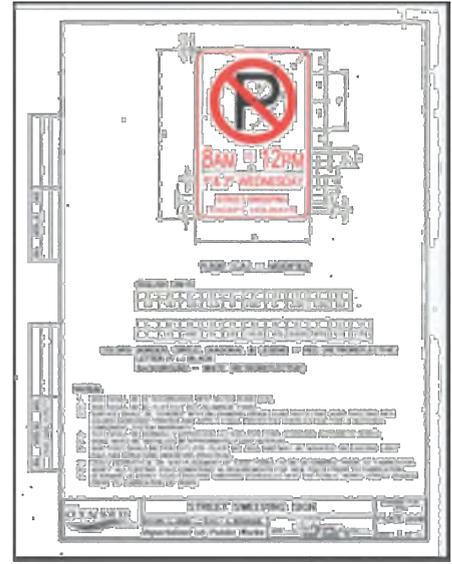
PAVEMENT MARKINGS CROSSWALKS

GENERAL NOTES

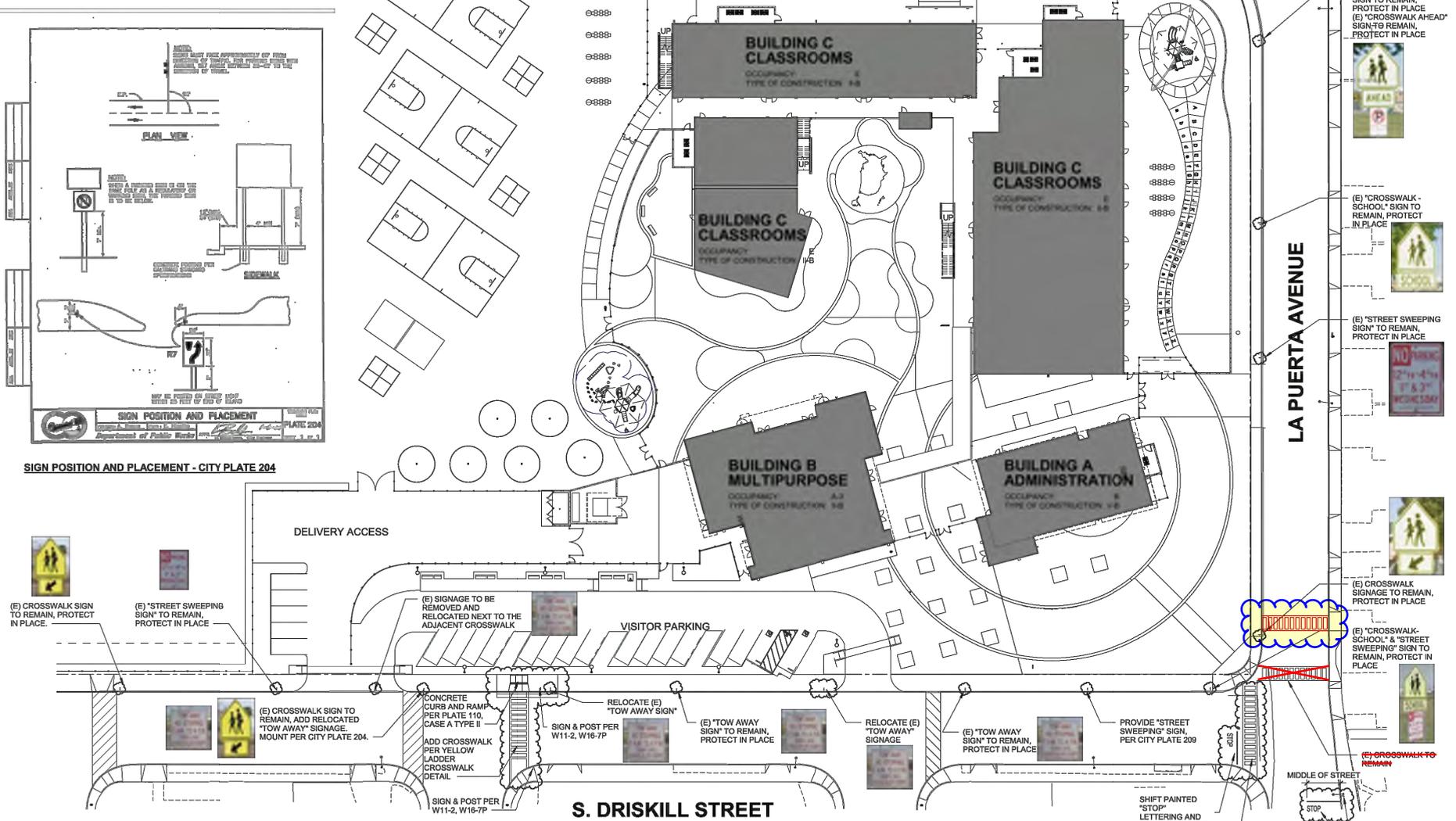
1. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING
2. ALL SIGNAGE SHALL BE INSTALLED OR RESET PER CITY PLATE 204
3. ALL NEW STRIPING SHALL BE THERMOPLASTIC
4. ALL ROADSIDE SIGNAGE, MARKINGS, AND MARKERS SHALL BE IN CONFORMANCE WITH CITY OF OXNARD STANDARD PLANS AND SPECIFICATIONS, AND THE LATEST EDITION OF THE MUTCD.



SIGN POSITION AND PLACEMENT - CITY PLATE 204



STREET SWEEPING SIGN - CITY PLATE 209



SIGNING AND STRIPING PLAN

SCALE: 1/32"=1'-0"

AS-BUILT CERTIFICATE

I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING No. _____ SHEET No. _____ THROUGH _____ MARKED AS "RECORD DRAWING", HAS BEEN CONSTRUCTED IN CONFORMANCE WITH LINES AND GRADES AS SHOWN ON SAID PLANS, DRAWINGS, REFERENCED SPECIFICATIONS, AND APPROVED CHANGE ORDERS, AS INDICATED IN THE REVISION BLOCK.

DATE _____ SIGNATURE _____ R.C.E. No. _____

REVISIONS			
MARK	DATE	DESCRIPTION	BY

APPROVED: _____ CITY ENGINEER R.C.E. EXP. DATE _____

REVIEWED BY: _____ DATE _____

SCALE: HORIZ: _____ VERT: _____ SHEET No. 8 OF 8

DESIGN BY: _____ CHECKED BY: _____ DRAWING NUMBER 21-26A







Contingency
Draw
Request (CDR)

Owner Oxnard School District
Architect IBI Group
Contractor Balfour Beatty
PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030
Change Order Request #: 406
Date: 7-7-2025
TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 365 – CDR 406 – RFI 609 Directional Signage Along Driskill	
Per RFI 609-A1, directional signage to be installed along Driskill Street to guide students to the campus entrance. Scope to include specified quantity, locations, sign design, and mounting requirements as detailed in the response.	\$ 1,027.00

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
By: <u>Rafael Ramirez</u>	By: _____	By: <u>scott burkett</u> recommended
Date: <u>2025-07-07</u>	Date: _____	Date: <u>7-9-2025</u>

OWNER - Oxnard School District

By: Kurt Rios Date: 7/10/25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	7-7-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 406 – RFI 609 Directional Signage Along Driskill

Per RFI 609-A1, directional signage to be installed along Driskill Street to guide students to the campus entrance. Scope to include specified quantity, locations, sign design, and mounting requirements as detailed in the response.

A. Subcontractor's Cost			
BC Rincon	\$	840.00	
O&P @ 10%	\$	84.00	
Bonds @ 1.5%	\$	14.22	
Insurance @ 1%	\$	9.48	
		Subtotal B: \$	947.69
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	47.38	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	47.38
D. Bond at 1%		Subtotal D: \$	10.27
E. Builders Risk Insurance at 1%		Subtotal E: \$	10.27
F. General Liability at 1.04%		Subtotal F: \$	10.68
Grand Total = (A + B + C + D + E + F)		\$	1,027.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2025-07-07

Print Name & Title (General Contractor)

Signature

Date



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

CHANGE ORDER

JOB #: 21-198 **CCO#24**

DATE: 7/2/2025

TO: Balfour Beatty
 13520 Evening Creek Drive, North #270
 San Diego, CA 92128

PROJECT: Rose Avenue Elementary School
 220 South Driskill Street
 Oxnard, CA 93030

DESCRIPTION: RFI#609 - Directional Signage in Landscape Area

	<u>QTY</u>	<u>UNIT</u>	<u>UNIT \$</u>	<u>AMOUNT</u>
1) Install Directional Signage in Landscape Area	1	EA		\$490.00

Notes:
 Based on installing at the same time other signs are installed
 Extra move in to install sign will be \$350
 Prices good through 7/31/2025

Total \$840.00

Original Contract	<u>\$420,000.00</u>
Other Approved Change Orders	<u>\$138,370.08</u>
This Request	<u>\$840.00</u>
Other Pending Request	<u>\$32,190.00</u>
Total Contract With This Change Order	<u>\$558,860.08</u>

Authorized Signature: Robert Noel
 BC Rincon Construction

Date: 7/2/2025

Authorized 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

Request for Directional Signage Along Driskill Street

TO:	Ruben Ruiz (Arcadis)	FROM:	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1220 Oxnard, California 93036
DATE INITIATED:	06/24/2025	STATUS:	Open
LOCATION:	OFFSITE	DUE DATE:	07/01/2025
PROJECT STAGE:	3. Construction	COST CODE:	
SUB JOB:	001 Construction	SCHEDULE IMPACT:	TBD
COST IMPACT:	Yes (Unknown)	SPEC SECTION:	
DRAWING NUMBER:		REFERENCE:	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Filbert Carbajal (Balfour Beatty) at 05:07 PM on 06/24/2025

Please confirm if directional signage will be installed along Driskill Street to guide students to the campus entrance. If so, please provide details on the number, locations, design, and mounting requirements.

Attachments:
[09024B9E-DD04-4082-A2E1-E1246A9A48B6 \(1\).pdf](#)

Awaiting an Official Response

All Replies:

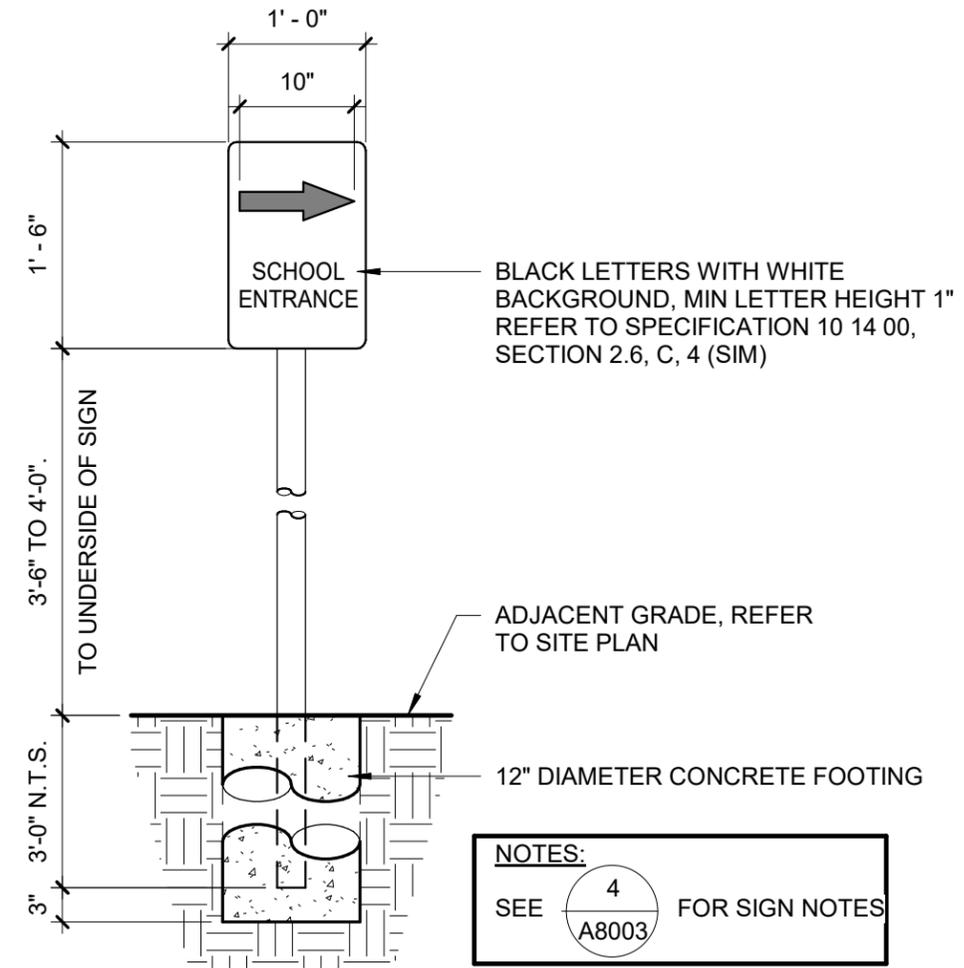
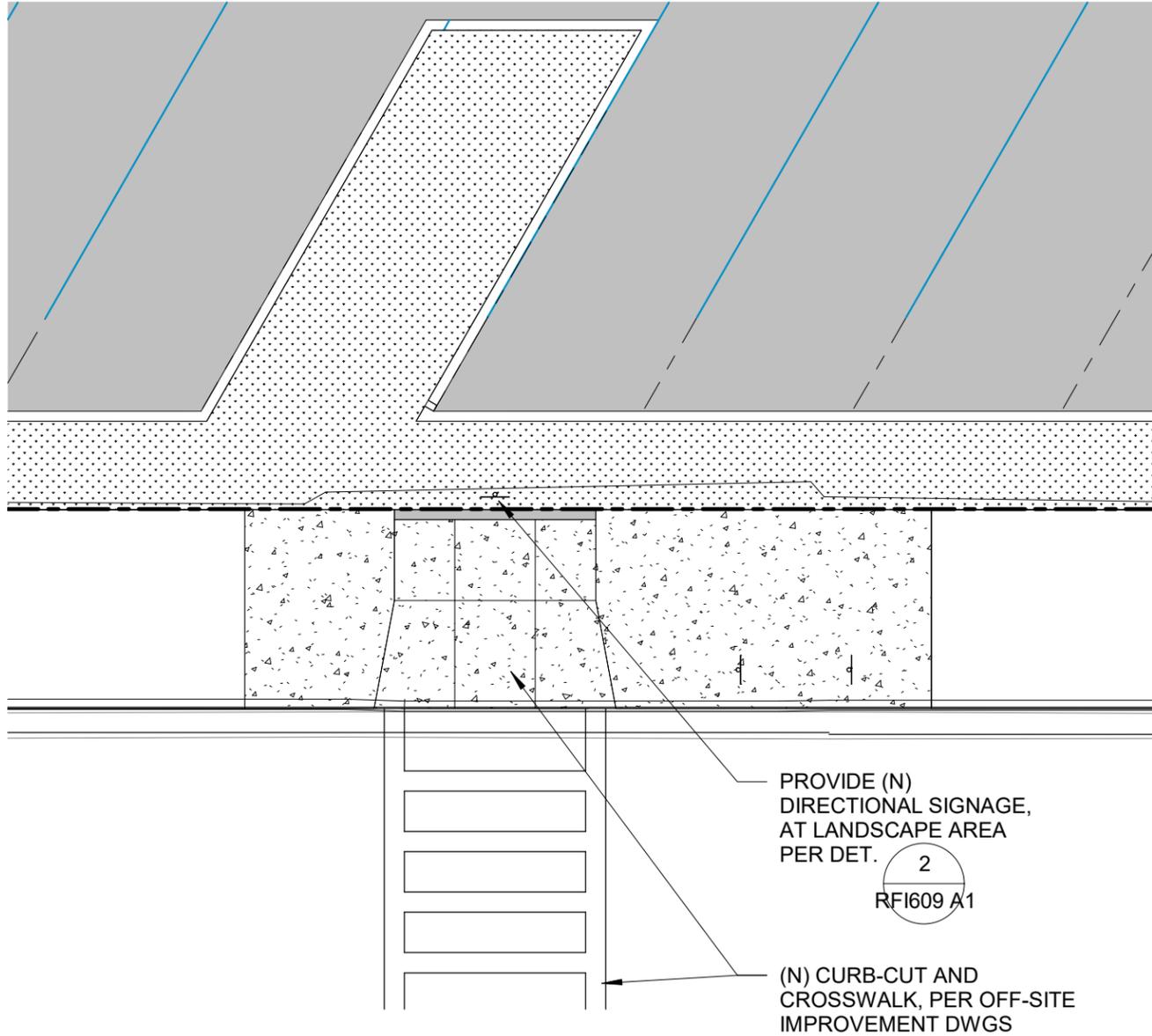
Provide (1) Directional Pole Mounted Sign, per attached RFI 609-A1

Ruben R.
 Arcadis
 07/01/2025

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

BY _____ DATE _____ COPIES TO _____





NOTE: PLACE SIGN AWAY FROM PATH OF TRAVEL.
AVOID ANY UNDERGROUND UTILITY LINES

① ENLARGED SITE PLAN
1/8" = 1'-0"

② DIRECTIONAL SIGNAGE
3/4" = 1'-0"

DIRECTIONAL SIGNAGE	DATE 07/01/2027	RFI609 A1
	OXNARD CA REFERENCE SHEET NO.	
ROSE AVENUE K-5 SCHOOL	PROJECT NO. 109990	DSA FILE NO. 56-22 DSA APP. NO. 03-119284
OXNARD SCHOOL DISTRICT		



Los Angeles
333 South Hope St., Suite 200
Los Angeles CA 90071
213.769.0011 fax: 213.769.0016

Contingency
Draw
Request (CDR)

Owner Oxnard School District
Architect IBI Group
Contractor Balfour Beatty
PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Change Order Request #: 407

Date: 7-8-2025

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 365 – CDR 407 – Roof Power Washing and Gutter Cleaning	
Power washed all roofs and cleaned gutters throughout the site to remove debris and ensure proper drainage.	\$ 15,190.00

- The cost of this work will be drawn from E&O Contractor Contingency:
 The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
Balfour Beatty

ARCHITECT
IBI Group

PROGRAM MANAGER
CFW Group, Inc.

By: Rafael Ramirez By: _____ By: scott burkett recommended
Date: 2025-07-08 Date: _____ Date: 7-9-2025

OWNER - Oxnard School District

By: Kristi Rife Date: 7/19/25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	7-8-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 407 – Roof Power Washing and Gutter Cleaning

Power washed all roofs and cleaned gutters throughout the site to remove debris and ensure proper drainage.

A. Subcontractor's Cost			
Best Contracting	\$	13,675.89	
Bonds @ 1.5%	\$	210.40	
Insurance @ 1%	\$	140.27	
		Subtotal B: \$	14,026.55
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A	\$	701.33	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	701.33
D. Bond at 1%		Subtotal D: \$	151.90
E. Builders Risk Insurance at 1%		Subtotal E: \$	151.90
F. General Liability at 1.04%		Subtotal F: \$	157.98
Grand Total = (A + B + C + D + E + F)		\$	15,190.00

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)



Signature

2025-07-08

Date

Change Order Request



C.O.R. # 21148-0012

G.C. #

Date: 7/8/2025

Project Name: 21148 / ROSE AVE ES BP#10

Project #: 21148

To: Balfour Beatty Construction

Attn:

10620 Treena Street
Suite 300
San Diego, CA 92131

From: Best Contracting Services, Inc.

Dareen Khalil
19027 S. Hamilton Ave.
Gardena, CA 90248-4408

Phone: (858) 635-7400 **Fax:** (858) 635-7401

Phone: (310) 328-6969 **Fax:** (310) 380-6066

We hereby propose to make the following changes:

Added scope of work to all roofs and clean all gutters.

Change Order Price \$13,675.89

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 5 days in conjunction with this change.

Dareen Khalil

7/8/2025

Author

Date Sent

Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

Change Order Request



C.O.R. # 21148-0012

G.C. #

Date: 7/8/2025

Project Name: 21148 / ROSE AVE ES BP#10

Project #: 21148

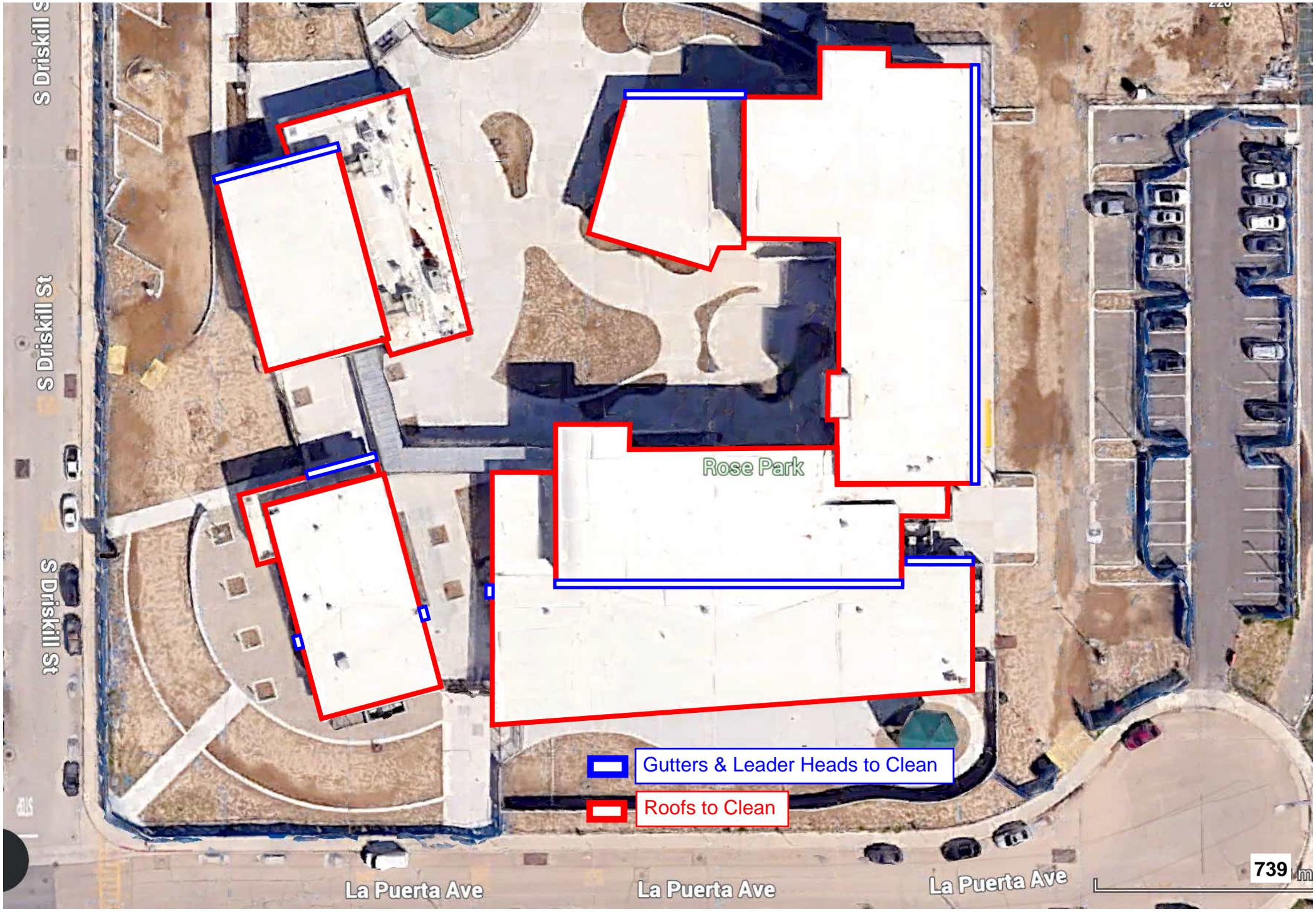
Labor

Labor Type	Man Hrs	\$/Hr	Burden	Fringe	TotalTax	Total Labor
Rofer Foreman (OT)	16.00	\$141.07	\$0.00	\$0.00	\$0.00	\$2,257.12
Rofer Jmnyman (OT)	40.00	\$125.10	\$0.00	\$0.00	\$0.00	\$5,004.00
Rofer Apprentice (OT)	24.00	\$112.54	\$0.00	\$0.00	\$0.00	\$2,700.96
Subsistence/Man Day	10.00	\$80.00	\$0.00	\$0.00	\$0.00	\$800.00
Sub Total					\$0.00	\$10,762.08
Grand Total					\$0.00	\$10,762.08

Equipment

Equipment	Quantity	Cost	TotalTax	Total Equipment
3/4 Ton Truck	1.00	\$340.00	\$0.00	\$340.00
2 Ton Stake	1.00	\$450.00	\$0.00	\$450.00
Powerwash / Steam Cleaning Machine	4.00	\$85.00	\$0.00	\$340.00
Sub Total			0.00	\$1,130.00
Grand Total			0.00	\$1,130.00

Total	\$11,892.08
Overhead	\$1,189.21
Profit	\$594.60
Total	\$13,675.89



S Driskill St

S Driskill St

S Driskill St

La Puerta Ave

La Puerta Ave

La Puerta Ave

Rose Park

Gutters & Leader Heads to Clean

Roofs to Clean

739 m

Job Name Rose Hill ES
 Job No. 21148A Sub Job # _____
 Track # 07-6200



Date: 6-21-24
 Day of Week: SATURDAY

TIME SHEET

Emp. #	Employee Name	Hours Worked	Drive Time	Sub	Employee Signature	Was any injury or accident reported? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3255	ALBERTO RAMIREZ	8		70%	<i>[Signature]</i>	If Yes, explain: _____ Name of injured: _____ Did you prepare an accident report? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Attach a copy of report. Start Time On Job: <u>7 AM</u> Lunch Start Time: <u>11 AM</u> Lunch End Time: <u>11:30 AM</u> Quitting Time At Job: <u>3:30 PM</u> Foreman: <u>ALBERTO RAMIREZ</u>
092	Mauricio Navallo	8		70%	<i>[Signature]</i>	
4184	Mario Alonzo	8		70%	<i>[Signature]</i>	
4454	Manuel Valencia	8		70%	<i>[Signature]</i>	
225	Jorge Kiro	8	146	70%	<i>[Signature]</i>	
3453	Juan Bautista	8		70%	<i>[Signature]</i>	
4578	Jonathan Davila	8		70%	<i>[Signature]</i>	
	Extra Work for Power washing all roofs and cleaning gutters. per Rafael Alamillo-Balfour Beatty					

Foreman Approval *[Signature]*
 Superintendent Approval *[Signature]*
 Approval _____

- Daily Log Sheet
- Truck Inspection
- Safety Daily
- Safety Weekly

Budgeted Mandays: _____
 Mandays To Date: _____

**BEST CONTRACTING SERVICES, INC.
LABOR RATES**

VALID PERIOD: 08/01/2024 THRU 07/31/2025
 CLASSIFICATION: APPRENTICE
 LOCATION: SOUTHERN CALIFORNIA

TRADE: ROOFING &
WATERPROOFING
 UNION: LOCAL 36 & 220

	<u>ST</u>	<u>OT</u>	<u>DT</u>	<u>DESCRIPTION</u>
	\$ 40.59	\$ 60.89	\$ 81.18	BASE WAGE
	\$ 3.00	\$ 3.00	\$ 3.00	VACATION
	\$ 1.33	\$ 1.33	\$ 1.33	CHECK OFF
(1)	\$ 44.92	\$ 65.22	\$ 85.51	TOTAL GROSS TAXABLE WAGE
	\$ 8.56	\$ 8.56	\$ 8.56	HEALTH & WELFARE
	\$ 5.15	\$ 5.15	\$ 5.15	PENSION - PCR
	\$ 1.69	\$ 1.69	\$ 1.69	PENSION - NRIPP
	\$ 1.80	\$ 1.80	\$ 1.80	ANNUITY
	\$ 0.53	\$ 0.53	\$ 0.53	APPRENTICESHIP FUND
	\$ 0.05	\$ 0.05	\$ 0.05	ADMINISTRATION FUND
	\$ 0.25	\$ 0.25	\$ 0.25	INDUSTRY FUND
	\$ 0.33	\$ 0.33	\$ 0.33	C/F FUND
(2)	\$ 18.36	\$ 18.36	\$ 18.36	EMPLOYER FRINGE BENEFIT PAYMENTS
(3)	\$ 63.28	\$ 83.58	\$ 103.87	TOTAL PACKAGE (1+2)
	\$ 14.90	\$ 14.90	\$ 14.90	WORKERS COMP INSURANCE (W/C)
	\$ 3.66	\$ 3.66	\$ 3.66	GENERAL LIABILITY INSURANCE (G/L)
	\$ 2.79	\$ 4.04	\$ 5.30	STATE UNEMPLOYMENT (SUTA) 6.2%
	\$ 0.94	\$ 1.37	\$ 1.80	FEDERAL UNEMPLOYMENT (FUTA) 2.10%
	\$ 2.79	\$ 4.04	\$ 5.30	SOCIAL SECURITY (FICA) 6.2%
	\$ 0.65	\$ 0.95	\$ 1.24	MEDICARE (FMI) 1.45%
(4)	\$ 25.73	\$ 28.96	\$ 32.20	EMPLOYER TAX & INSURANCE BURDENS
(5)	\$ 89.01	\$ 112.54	\$ 136.07	GRAND TOTAL (3+4)

The above labor rates do not include Overhead & Profit

**BEST CONTRACTING SERVICES, INC.
LABOR RATES**

VALID PERIOD: 08/01/2024 THRU 07/31/2025
CLASSIFICATION: JOURNEYMAN
LOCATION: SOUTHERN CALIFORNIA

TRADE: ROOFING &
WATERPROOFING
UNION: LOCAL 36 & 220

	<u>ST</u>	<u>OT</u>	<u>DT</u>	<u>DESCRIPTION</u>
	\$ 45.10	\$ 67.65	\$ 90.20	BASE WAGE
	\$ 3.00	\$ 3.00	\$ 3.00	VACATION
	\$ 1.33	\$ 1.33	\$ 1.33	CHECK OFF
(1)	\$ 49.43	\$ 71.98	\$ 94.53	TOTAL GROSS TAXABLE WAGE
	\$ 8.56	\$ 8.56	\$ 8.56	HEALTH & WELFARE
	\$ 7.50	\$ 7.50	\$ 7.50	PENSION - PCR
	\$ 2.09	\$ 2.09	\$ 2.09	PENSION - NRIPP
	\$ 1.90	\$ 1.90	\$ 1.90	ANNUITY
	\$ 0.53	\$ 0.53	\$ 0.53	APPRENTICESHIP FUND
	\$ 0.05	\$ 0.05	\$ 0.05	ADMINISTRATION FUND
	\$ 0.25	\$ 0.25	\$ 0.25	INDUSTRY FUND
	\$ 0.33	\$ 0.33	\$ 0.33	C/F FUND
(2)	\$ 21.21	\$ 21.21	\$ 21.21	EMPLOYER FRINGE BENEFIT PAYMENTS
(3)	\$ 70.64	\$ 93.19	\$ 115.74	TOTAL PACKAGE (1+2)
	\$ 16.40	\$ 16.40	\$ 16.40	WORKERS COMP INSURANCE (W/C)
	\$ 4.03	\$ 4.03	\$ 4.03	GENERAL LIABILITY INSURANCE (G/L)
	\$ 3.06	\$ 4.46	\$ 5.86	STATE UNEMPLOYMENT (SUTA) 6.2%
	\$ 1.04	\$ 1.51	\$ 1.99	FEDERAL UNEMPLOYMENT (FUTA) 2.10%
	\$ 3.06	\$ 4.46	\$ 5.86	SOCIAL SECURITY (FICA) 6.2%
	\$ 0.72	\$ 1.04	\$ 1.37	MEDICARE (FMI) 1.45%
(4)	\$ 28.31	\$ 31.91	\$ 35.50	EMPLOYER TAX & INSURANCE BURDENS
(5)	\$ 98.95	\$ 125.10	\$ 151.24	GRAND TOTAL (3+4)

**BEST CONTRACTING SERVICES, INC.
LABOR RATES**

VALID PERIOD: 08/01/2024 THRU 07/31/2025
CLASSIFICATION: FOREMAN
LOCATION: SOUTHERN CALIFORNIA

TRADE: ROOFING &
WATERPROOFING
UNION: LOCAL 36 & 220

	<u>ST</u>	<u>OT</u>	<u>DT</u>	<u>DESCRIPTION</u>
	\$ 52.52	\$ 78.78	\$ 105.04	BASE WAGE
	\$ 3.00	\$ 3.00	\$ 3.00	VACATION
	\$ 1.33	\$ 1.33	\$ 1.33	CHECK OFF
(1)	\$ 56.85	\$ 83.11	\$ 109.37	TOTAL GROSS TAXABLE WAGE
	\$ 8.56	\$ 8.56	\$ 8.56	HEALTH & WELFARE
	\$ 7.50	\$ 7.50	\$ 7.50	PENSION - PCR
	\$ 2.09	\$ 2.09	\$ 2.09	PENSION - NRIPP
	\$ 1.90	\$ 1.90	\$ 1.90	ANNUITY
	\$ 0.53	\$ 0.53	\$ 0.53	APPRENTICESHIP FUND
	\$ 0.05	\$ 0.05	\$ 0.05	ADMINISTRATION FUND
	\$ 0.25	\$ 0.25	\$ 0.25	INDUSTRY FUND
	\$ 0.33	\$ 0.33	\$ 0.33	C/F FUND
(2)	\$ 21.21	\$ 21.21	\$ 21.21	EMPLOYER FRINGE BENEFIT PAYMENTS
(3)	\$ 78.06	\$ 104.32	\$ 130.58	TOTAL PACKAGE (1+2)
	\$ 18.86	\$ 18.86	\$ 18.86	WORKERS COMP INSURANCE (W/C)
	\$ 4.63	\$ 4.63	\$ 4.63	GENERAL LIABILITY INSURANCE (G/L)
	\$ 3.52	\$ 5.15	\$ 6.78	STATE UNEMPLOYMENT (SUTA) 6.2%
	\$ 1.19	\$ 1.75	\$ 2.30	FEDERAL UNEMPLOYMENT (FUTA) 2.10%
	\$ 3.52	\$ 5.15	\$ 6.78	SOCIAL SECURITY (FICA) 6.2%
	\$ 0.82	\$ 1.21	\$ 1.59	MEDICARE (FMI) 1.45%
(4)	\$ 32.56	\$ 36.75	\$ 40.94	EMPLOYER TAX & INSURANCE BURDENS
(5)	\$ 110.62	\$ 141.07	\$ 171.52	GRAND TOTAL (3+4)

The above labor rates do not include Overhead & Profit

Contingency
Draw
Request (CDR)

Owner Oxnard School District
Architect IBI Group
Contractor Balfour Beatty
PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Change Order Request #: 408
Date: 7-8-2025

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 365 – CDR 408 – Installation of Bird-B-Gone Stainless Steel Bird Spikes Furnish and install 860 linear feet of Bird-B-Gone stainless steel bird spike.	\$ 10,896.00
--	--------------

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
Balfour Beatty

ARCHITECT
IBI Group

PROGRAM MANAGER
CFW Group, Inc.

By: Rafael Ramirez

By: _____

By: scott burkett recommended

Date: 2025-07-08

Date: _____

Date: 7-9-25

OWNER - Oxnard School District

By: Kate Pijo

Date: 7/18/25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	7-8-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 408 – Installation of Bird-B-Gone Stainless Steel Bird Spikes

Furnish and install 860 linear feet of Bird-B-Gone stainless steel bird spike.

A. Subcontractor's Cost			
Best Contracting	\$	9,809.34	
Bonds @ 1.5%	\$	150.91	
Insurance @ 1%	\$	100.61	
		Subtotal B: \$	10,060.86
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A	\$	503.04	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	503.04
D. Bond at 1%		Subtotal D: \$	108.96
E. Builders Risk Insurance at 1%		Subtotal E: \$	108.96
F. General Liability at 1.04%		Subtotal F: \$	113.32
Grand Total = (A + B + C + D + E + F)		\$	10,896.00

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)



Signature

2025-07-08

Date

Change Order Request



C.O.R. # 21148-0013

G.C. #

Date: 7/8/2025

Project Name: 21148 / ROSE AVE ES BP#10

Project #: 21148

To: Balfour Beatty Construction

Attn:

10620 Treena Street
Suite 300
San Diego, CA 92131

From: Best Contracting Services, Inc.

Dareen Khalil
19027 S. Hamilton Ave.
Gardena, CA 90248-4408

Phone: (858) 635-7400 **Fax:** (858) 635-7401

Phone: (310) 328-6969 **Fax:** (310) 380-6066

We hereby propose to make the following changes:

Added scope of work to furnish and install 860'LF of Bird-B-Gone stainless steel bird spike per map locations.

Change Order Price \$9,809.34

This price is good for 15 days. If conditions change, this price is void.

We are requesting a time extension of 5 days in conjunction with this change.

Dareen Khalil _____

7/8/2025 _____

Author

Date Sent

Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

Change Order Request



C.O.R. # 21148-0013

G.C. #

Date: 7/8/2025

Project Name: 21148 / ROSE AVE ES BP#10

Project #: 21148

Labor

<u>Labor Type</u>	<u>Man Hrs</u>	<u>\$/Hr</u>	<u>Burden</u>	<u>Fringe</u>	<u>TotalTax</u>	<u>Total Labor</u>
Sheet Metal Foreman	16.00	\$134.60	\$0.00	\$0.00	\$0.00	\$2,153.60
Sheet Metal Journeyman	16.00	\$121.43	\$0.00	\$0.00	\$0.00	\$1,942.88
Subsistence/Man Day	4.00	\$100.00	\$0.00	\$0.00	\$0.00	\$400.00
Sub Total					\$0.00	\$4,496.48
Grand Total					\$0.00	\$4,496.48

Materials

<u>Materials</u>	<u>Quantity</u>	<u>Cost</u>	<u>TotalTax</u>	<u>Total Materials</u>
Bird-B-Gone Stainless Steel Bird Spike	900.00	\$3.50	\$322.88	\$3,472.88
Misc Items	1.00	\$200.00	\$20.50	\$220.50
Sub Total			\$343.38	\$3,693.38
Grand Total			\$343.38	\$3,693.38

Equipment

<u>Equipment</u>	<u>Quantity</u>	<u>Cost</u>	<u>TotalTax</u>	<u>Total Equipment</u>
3/4 Ton Truck	1.00	\$340.00	\$0.00	\$340.00
Sub Total			0.00	\$340.00
Grand Total			0.00	\$340.00

Total	\$8,529.86
Overhead	\$852.99
Profit	\$426.49
Total	\$9,809.34



Bird-B-Gone LLC

P.O. Box 11209
Santa Ana CA 92711
United States
(949) 472-3122

Phone (949) 472-3122
Fax (949) 472-3116

Bill To

Mike Jimenez
Accounts Payable
Best Contracting Services, Inc.
19027 S. Hamilton Ave.
Gardena CA 90248
United States

Ship To

Best Contracting Services, Inc.
1921 E. Edinger
Santa Ana CA 92705
United States
(800) 392-6915

Quote

Expires 7/26/2025

PO #

Sales Rep Jeff Watts

Terms Net 30

Special Instructions

Shipping Code (2)

File Name

Reference Number

Product Code	Line Item Description	Comments	Quantity	Sales Price	Tax	Total Price
BBG2001-8	Bird Spike 2001-8" - 18 boxes		900	3.50	Yes	3,150.00

Subtotal	3,150.00
Estimated Shipping Cost (WILL CALL)	0.00
Tax	291.38
Total	\$3,441.38

Bird Spike 2001™ Stainless Steel Bird Spikes



Patented US6250023 US6775950

Bird Species	Pigeons, seagulls or larger birds
Where to Use	Ledges, I-beams, parapet walls, conduits, signs, flat or curved surfaces
Material	Stainless steel spikes manufactured into a U.V. protected polycarbonate base
Bird Pressure	Light to Heavy
Warranty	10 years

Bird Spike 2001™ creates an uneven surface preventing birds from landing on flat or curved surface areas encouraging them to fly to a different spot.

Standard Sizes

Width	1"	3"	5"	8"
Area of Coverage	1" - 2"	2" - 4"	4" - 6"	7" - 9"

Advantages & Benefits

- #1 specified steel spike by architects, contractors, and government agencies
- Humane, does not harm birds
- High-quality stainless steel pins in a UV protected polycarbonate base
- Also available in 316 Steel
- Patented “bend and crush” design ensures spikes will not fall out of base
- No-nest design. Specialty no gap spacing between bird spikes deters birds from roosting and landing
- Available in 1”, 3”, 5”, 8” widths to accommodate the area of the surface being treated
- Virtually invisible; will fit any contour – can safely bend 360 degrees!
- Easy to install. 2’ strips can be glued, screwed or tied down to any surface
- Industry leading guarantee of 10 years
- Manufactured by Bird•B•Gone® in USA



Bird Spike 2001™ installed on a parapet wall.



The spikes can be glued, screwed or tied down.

QUESTIONS?

Call Bird•B•Gone® at 949.472.3122 or 800.392.6915

Email: nobirds@birdbgone.com



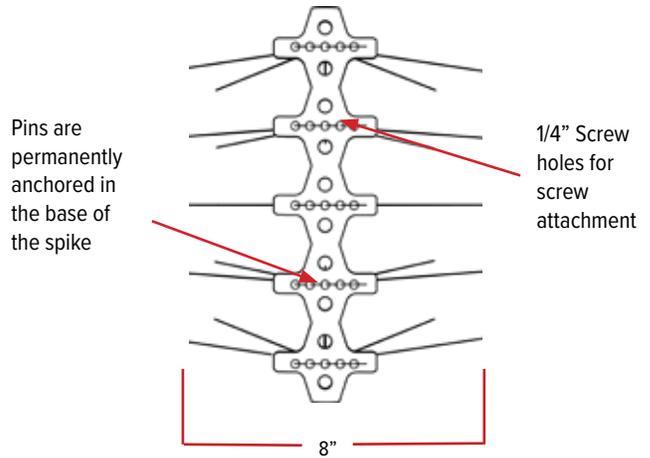
BIRDBGONE.COM | 800.392.6915

Bird Spike 2001™ Stainless Steel Bird Spikes



Bird Spike 2001™ installed over channel letters and parapet wall.

Underside View



Width	1"	3"	5"	8"
Part #	BBG2001/1	BBG2001/3	BBG2001/5	BBG2001/8
Area of Coverage	1" - 2" (2.54 cm - 5.08 cm)	2" - 4" (5.08 cm - 10.16 cm)	4" - 6" (10.16 cm - 15.24 cm)	7" - 9" (17.78 cm - 22.86 cm)
Pack Size	2' (60.96 cm) sections 50' (15.24 m) per box	2' (60.96 cm) sections 50' (15.24 m) per box	2' (60.96 cm) sections 50' (15.24 m) per box	2' (60.96 cm) sections 50' (15.24 m) per box
Installation	<p>* Attach using common hose clamps, nylon ties and wire lashings.</p>	<p>LEGE</p>	<p>LEGE</p>	<p>LEGE</p>



Glue troughs along the base make for easy installation. Bird•B•Gone® offers construction grade adhesives.



To install: Surface should be clean and dry before installation. Select width of bird spike based on the surface to be covered leaving no more than 1" on either side. Glue, screw or tie down to the surface.

QUESTIONS?

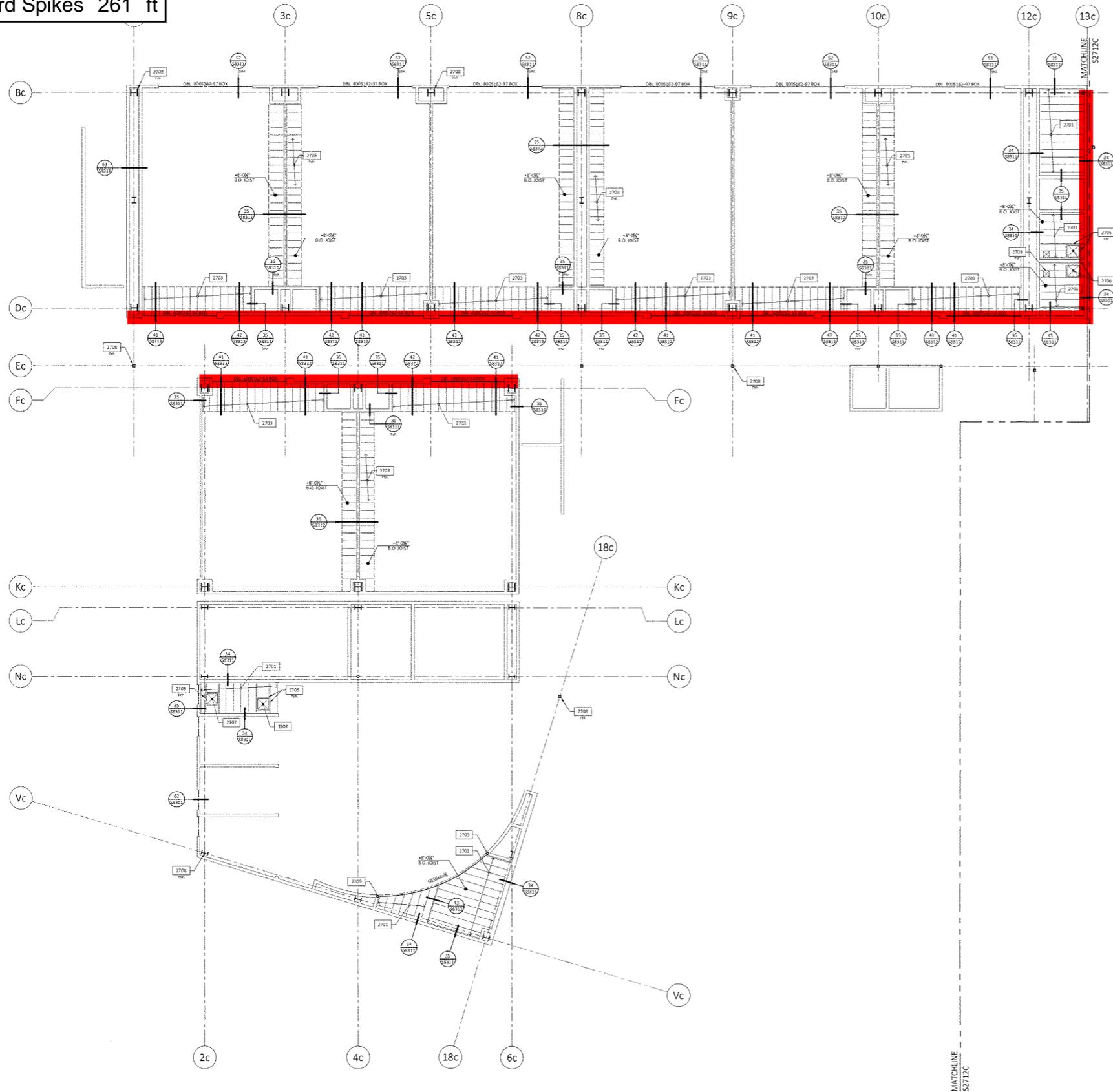
Call Bird•B•Gone® at 949.472.3122 or 800.392.6915

Email: nobirds@birdbgone.com

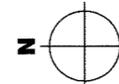


BIRDBGONE.COM | 800.392.6915

Legend
 Bird Spikes 261 ft



BUILDING C - FIRST FLOOR CEILING FRAMING PLAN - NORTH



S2711-GENERAL NOTES

- See Sheets S0001, S0002, and S0003 for general notes
- Refer to Architectural Floor Plans for soffit details and miscellaneous non-structural details and requirements.
- Typical bottom of joist elevation is (+9'-0 3/4") relative to finish floor elevation, unless noted otherwise
- Finish floor elevation = +0'-0" regardless of floor level
- See Sheets S8311, S8312, S8313, and S8314 for typical light gage steel stud framing details

S2711-KEYNOTES

- 6005137-43 Ceiling/Soffit Joist @ 16" o.c.
 A. Provide 3625162-33 Flat strong-back across tops of joists at three-points. Attach w/ 2-#6 SMS each contact with joist.
- Not Used
- 4005125-43 Soffit Joist @ 16" o.c.
- Not Used
- Provide (2)-6005162-43 ceiling joist back to back at all openings
 A. Fasten back to back ceiling joist w/ 2-#6 SMS screws @ 12" o.c. full length from web to web
 B. Provide L50 clip at each end of joist to ledger/joist
- Ceiling Access Hatch - Refer to Architectural Drawings
 A. Provide back to back joist at all edges - Refer to 2705A above
- Air Terminal - Refer to Mechanical Drawings
- Steel Column - Refer to S9101C for Column Schedule
- HSS6x6x1/4 A500 Grade B Column
 A. Refer to detail 15/S8112 for beam to column connection
 B. Refer to Column Schedule on S9101C for base connection

CLIENT
OXNARD SCHOOL DISTRICT

 220 S. Driskill St, Oxnard, CA 93030

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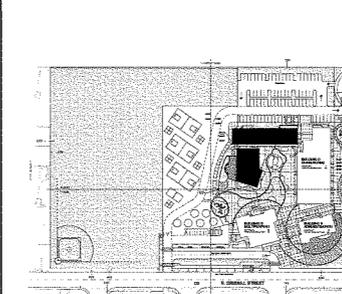


LEGEND

- # Reference Note
- Elevation Reference
- DET SHT Detail Number Reference Sheet Number Reference

AGENCY INFORMATION:
 AGENCY TRACKING NO. 7628-107 FILE NO. 96-22
 IDENTIFICATION STAMP
 DIV. OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
 03-119284
 DATE 11/19/2019

KEY PLAN



BEAL


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IBI
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 Los Angeles, CA 90015
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 ibigroup.com

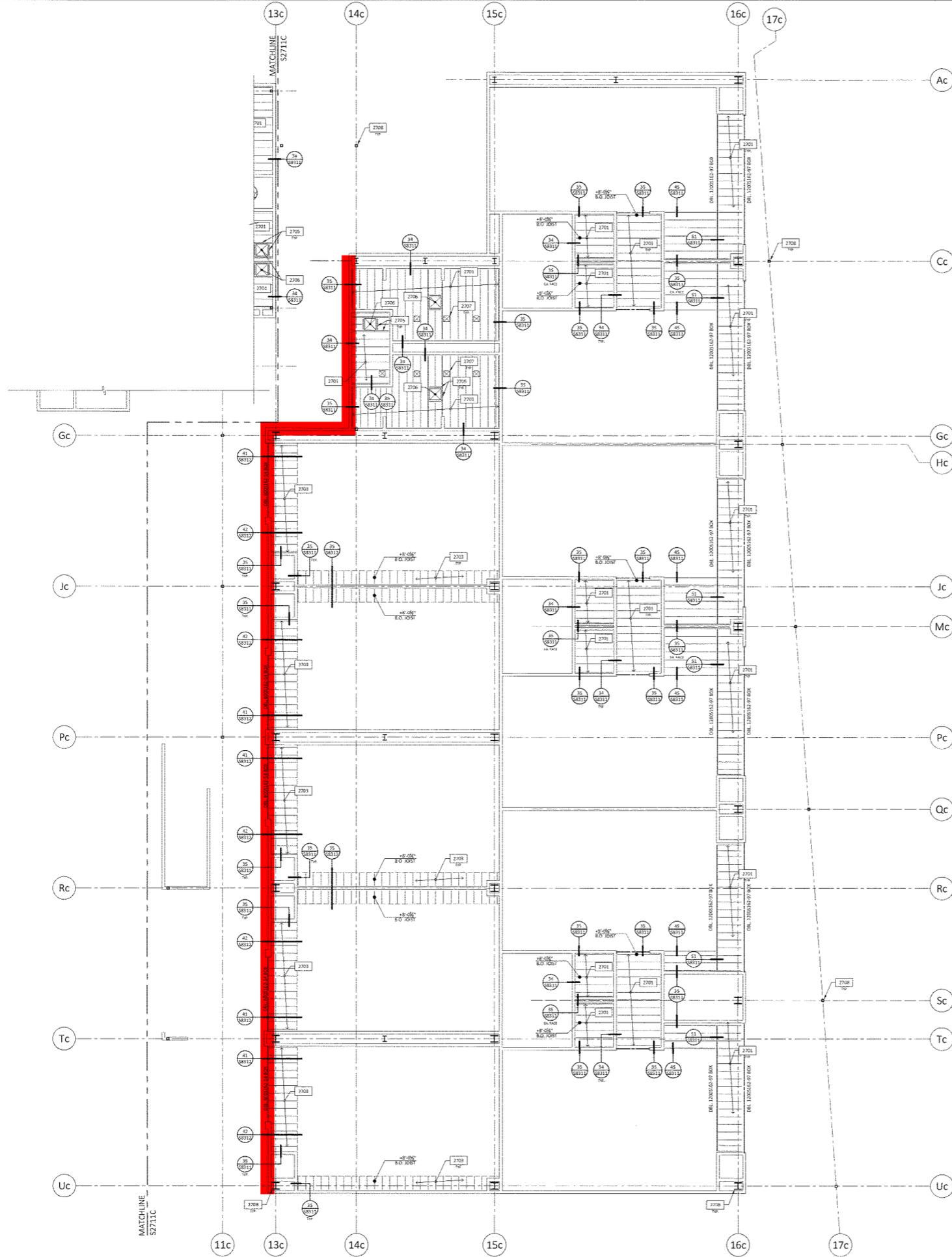
PROJECT
ROSE AVENUE K-5 SCHOOL
 220 S. DRISKILL ST.
 OXNARD, CA 93030

PROJECT NO. 109990 S17179
 DRAWN BY: DVI CHECKED BY: JMM
 PROJECT MGR: JMK APPROVED BY: MEP
 SCALE: As Indicated DATE: 06/05/2019

SHEET TITLE
BUILDING C - FIRST FLOOR CEILING FRAMING PLAN - NORTH

SHEET NUMBER
S2711C 15 752

Legend
 Bird Spikes 181 ft



BUILDING C - FIRST FLOOR CEILING FRAMING PLAN - SOUTH

S2711-GENERAL NOTES

- See Sheets S0001, S0002, and S0003 for general notes
- Refer to Architectural Floor Plans for soffit details and miscellaneous non-structural details and requirements.
- Typical bottom of joist elevation is (+9'-0") relative to finish floor elevation, unless noted otherwise
- Finish floor elevation = +0'-0" regardless of floor level
- See Sheets S8311, S8312, S8313, and S8314 for typical light gauge steel stud framing details

S2712-KEYNOTES

- 2701: 600S137-43 Ceiling/Soffit Joist @ 16" o.c.
 A. Provide 3025162-33 flat strong-back across tops of joists at three-points. Attach w/ 2-#8 SMS each connect with joist.
- 2702: Not Used
- 2703: 400S125-43 Soffit Joist @ 16" o.c.
- 2704: Not Used
- 2705: Provide (2)-600S162-43 ceiling joist back to back at all openings
 A. Fasten back to back ceiling joist w/ 2-#8 SMS screws @ 12" o.c. full length from webs to webs
 B. Provide L50 clip at each end of joist to ledger/joist
- 2706: Ceiling Access Hatch - Refer to Architectural Drawings
 A. Provide back to back joist at all edges - Refer to 2705A above
- 2707: Air Terminal - Refer to Mechanical Drawings
- 2708: Steel Column - Refer to S9101C for Column Schedule

CLIENT
OXNARD SCHOOL DISTRICT

 220 S. Driskill St, Oxnard, CA 93030

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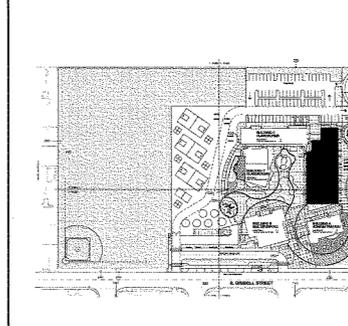
- # Reference Note
- Elevation Reference
- DET SMT Detail Number Reference Sheet Number Reference

AGENCY INFORMATION

AGENCY TRACKING NO. 72538-107	FILE NO. 98-22
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES	
03-119284	
AC. / FLST / ACSS	DATE: 10/11/2018

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KEY PLAN



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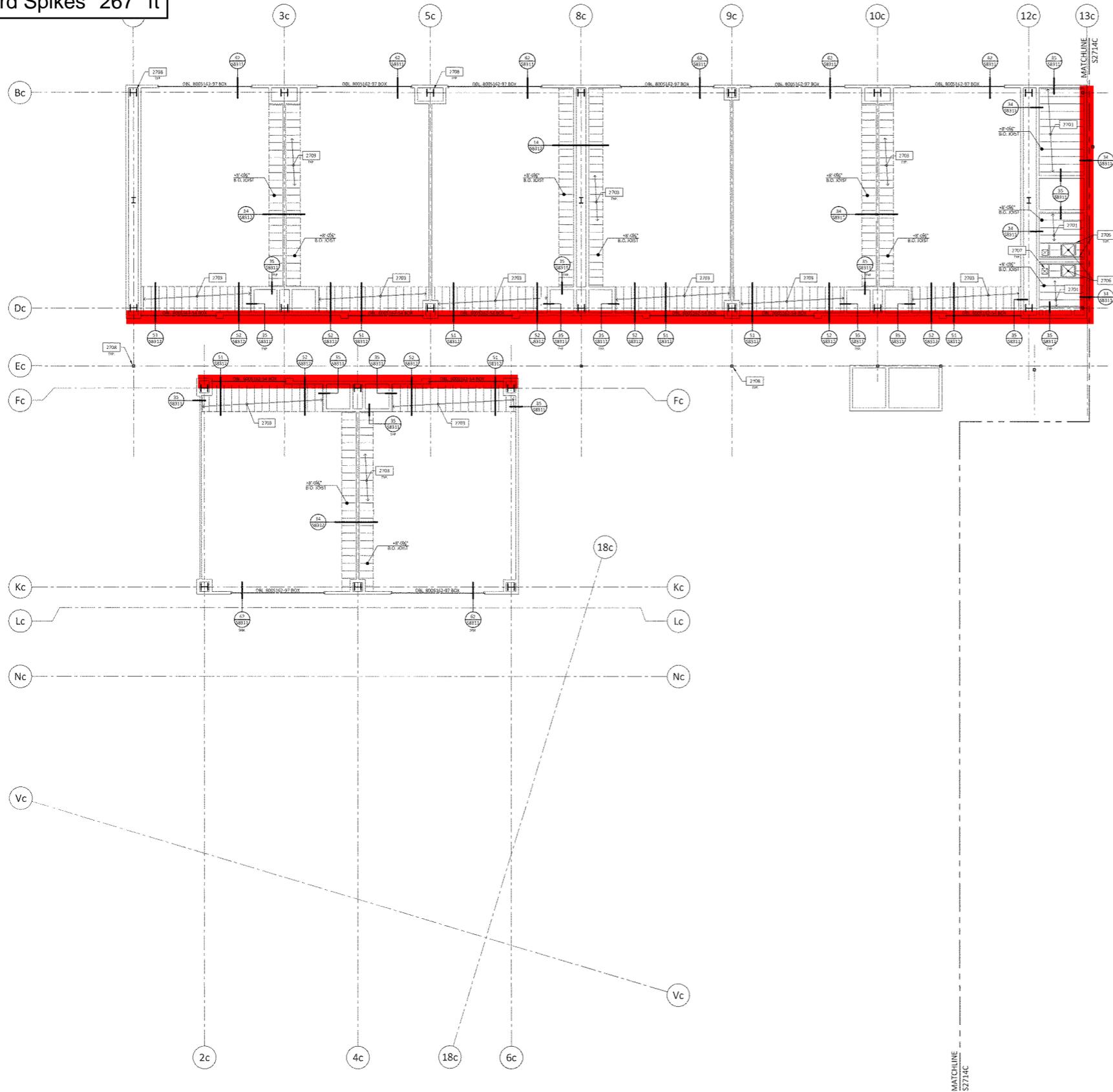
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PROJECT
ROSE AVENUE K-5 SCHOOL
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 OXNARD, CA 93030

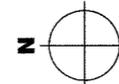
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DRAWN BY: DVI	CHECKED BY: JMM
PROJECT MGR: JMK	APPROVED BY: MEP
SCALE: As Indicated	DATE: 06/05/2019

SHEET TITLE
BUILDING C - FIRST FLOOR CEILING FRAMING PLAN - SOUTH

Legend
 / Bird Spikes 267 ft



BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - NORTH



S2711-GENERAL NOTES

- See Sheets S0001, S0002, and S0003 for general notes.
- Refer to Architectural Floor Plans for soffit details and miscellaneous non-structural details and requirements.
- Typical bottom of joist elevation is (+9'-0 3/4") relative to finish floor elevation, unless noted otherwise.
- Finish floor elevation = +0'-0" regardless of floor level.
- See Sheets S8311, S8312, S8313, and S8314 for typical light gauge steel stud framing details.

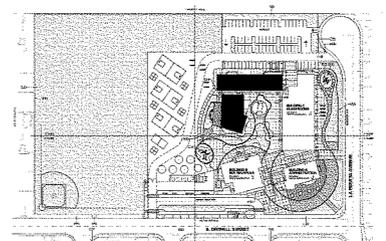
S2713-KEYNOTES

- 6005137-43 Ceiling/Soffit Joist @ 16" o.c.
 A. Provide S625162-33 flat string-back across tops of joists at third points. Attach w/ 2-#8 SMS each contact with joist.
- Not Used
- 4005125-43 Soffit Joist @ 16" o.c.
- Not Used
- Provide (2)-6005162-43 ceiling joist back to back at all openings
 A. Fasten back to back ceiling joist w/ 2-#8 SMS screws @ 12" o.c. full length from web to web
 B. Provide L50 clip at each end of joist to ledger/joist
- Ceiling Access Hatch - Refer to Architectural Drawings
 A. Provide back to back joist at all edges - Refer to 2705A above
- Air Terminal - Refer to Mechanical Drawings
- Steel Column - Refer to S8101C for Column Schedule

LEGEND

- # Reference Note
- Elevation Reference
- DET SHT Detail Number Reference Sheet Number Reference

KEY PLAN



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 MICHAEL E. PARRISH
 No. 5405
 STATE OF CALIFORNIA

AGENCY INFORMATION:

AGENCY TRACKING NO. 7658-107	FILE NO. 56-22
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES	
03-119284	
DATE: FALL 10 2019	

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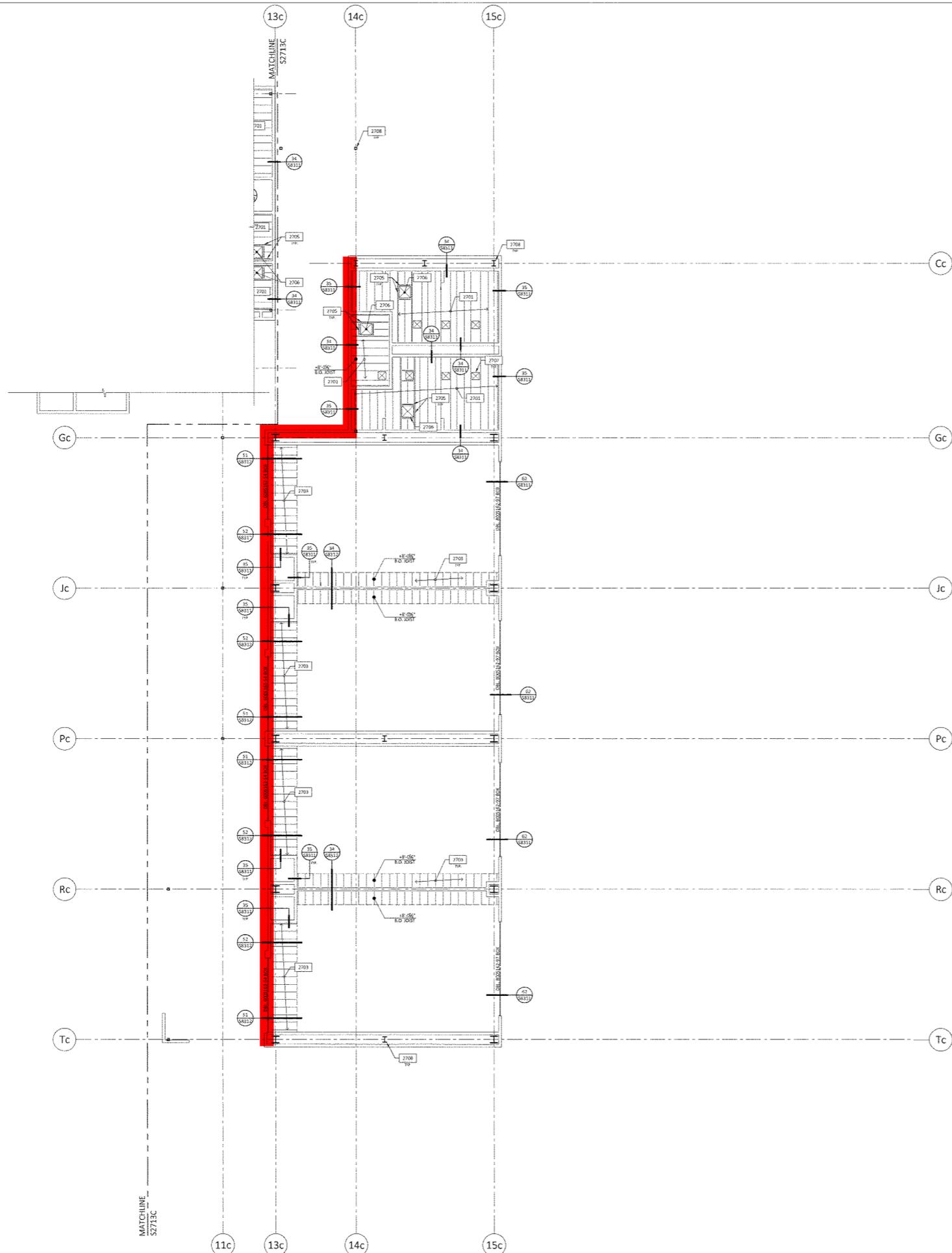
PROJECT
ROSE AVENUE K-5 SCHOOL
 220 S. DRISKILL ST.
 OXNARD, CA 93030

PROJECT NO: 109990	S17179
DRAWN BY: DVI	CHECKED BY: JMM
PROJECT MGR: JMK	APPROVED BY: MEP
SCALE: As Indicated	DATE: 06/05/2019

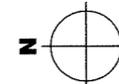
SHEET TITLE
BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - NORTH

SHEET NUMBER
S2713C **754**

Legend
 Bird Spikes 151 ft



BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - SOUTH



S2711-GENERAL NOTES

- See Sheets S0001, S0002, and S0003 for general notes
- Refer to Architectural Floor Plans for soffit details and miscellaneous non-structural details and requirements.
- Typical bottom of joist elevation is (+9'-0 3/8") relative to finish floor elevation, unless noted otherwise
- Finish floor elevation = +0'-0" regardless of floor level
- See Sheets S8311, S8312, S8313, and S8314 for typical light gage steel stud framing details

S2714-KEYNOTES

- 6005137-43 Ceiling/Soffit Joist @ 16" o.c.
 A. Provide 3/8x1/2x33 flat strap back across tops of joists at third-points. Attach w/ 2-#8 SMS each contact with joist.
- Not Used
- 4005125-43 Soffit Joist @ 16" o.c.
- Not Used
- Provide (2)-6005162-43 ceiling joist back to back at all openings
 A. Fasten back to back ceiling joist w/ 2-#8 SMS screws @ 12" o.c. full length from web to web
 B. Provide L50 clip at each end of joist to ledger/joist
- Ceiling Access Hatch - Refer to Architectural Drawings
 A. Provide back to back joist at all edges - Refer to 2705A above
- Air Terminal - Refer to Mechanical Drawings
- Steel Column - Refer to S8101C for Column Schedule

CLIENT
OXNARD SCHOOL DISTRICT



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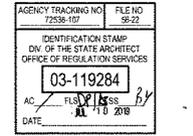
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- # Reference Note
- Elevation Reference
- DET / SHT Detail Number Reference / Sheet Number Reference

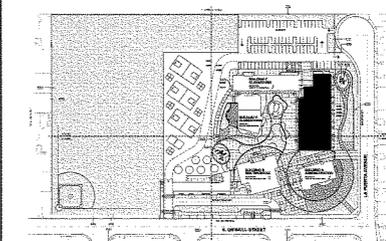
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KEY PLAN



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

PROJECT NO:
 109990

DRAWN BY:
 DVI

PROJECT MGR:
 JMK

SCALE:
 As Indicated

SHEET TITLE
BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - SOUTH

SHEET NUMBER
S2714C 755

**BEST CONTRACTING SERVICES, INC.
LABOR RATES**

VALID PERIOD: 07/01/2025 THRU 12/31/2025
CLASSIFICATION: APPRENTICE (85%)
LOCATION: SOUTHERN CALIFORNIA

TRADE: SHEET METAL
UNION: LOCAL 105
Mileage \$.655 per mile

	<u>ST</u>	<u>OT</u>	<u>DT</u>	<u>DESCRIPTION</u>
	\$ 53.05	\$ 79.58	\$ 106.10	BASE WAGE
	\$ -	\$ -	\$ -	OTHER TAXABLE WAGE
(1)	\$ 53.05	\$ 79.58	\$ 106.10	TOTAL GROSS TAXABLE WAGE
	\$ 1.00	\$ 1.00	\$ 1.00	401(A) PLAN - MANDATORY
	\$ -	\$ -	\$ -	RETIREE'S SUPP HEALTH PLAN
	\$ 11.25	\$ 11.25	\$ 11.25	HEALTH PLAN
	\$ 0.50	\$ 0.50	\$ 0.50	HEALTH REIMBURSEMENT ACCT. (HRA)
	\$ 3.00	\$ 3.00	\$ 3.00	LOCAL PENSION
	\$ 0.70	\$ 0.70	\$ 0.70	LOCAL TRAINING
	\$ 0.12	\$ 0.12	\$ 0.12	NATIONAL TRAINING
	\$ 3.86	\$ 3.86	\$ 3.86	NATIONAL PENSION
	\$ 0.03	\$ 0.03	\$ 0.03	NEMI
	\$ 0.02	\$ 0.02	\$ 0.02	SMOHIT
	\$ 0.09	\$ 0.09	\$ 0.09	LMCT/FP-ACC
	\$ 0.60	\$ 0.60	\$ 0.60	INDUSTRY FUND
	\$ 1.92	\$ 1.92	\$ 1.92	DUES CHECK OFF
(2)	\$ 23.09	\$ 23.09	\$ 23.09	EMPLOYER FRINGE BENEFIT PAYMENTS
(3)	\$ 76.14	\$ 102.67	\$ 129.19	TOTAL PACKAGE (1+2)
	\$ 8.77	\$ 8.77	\$ 8.77	WORKERS COMP INSURANCE (W/C)
	\$ 4.32	\$ 4.32	\$ 4.32	GENERAL LIABILITY INSURANCE (G/L)
	\$ 3.29	\$ 4.93	\$ 6.58	STATE UNEMPLOYMENT (SUTA)
	\$ 1.11	\$ 1.67	\$ 2.23	FEDERAL UNEMPLOYMENT (FUTA)
	\$ 3.29	\$ 4.93	\$ 6.58	SOCIAL SECURITY (FICA)
	\$ 0.77	\$ 1.15	\$ 1.54	MEDICARE (FMI)
(4)	\$ 21.56	\$ 25.79	\$ 30.02	EMPLOYER TAX & INSURANCE BURDENS
(5)	\$ 97.70	\$ 128.46	\$ 159.21	GRAND TOTAL (3+4)

The above labor rates do not include Overhead & Profit

**BEST CONTRACTING SERVICES, INC.
LABOR RATES**

VALID PERIOD: 07/01/2025 THRU 12/31/2025

CLASSIFICATION: JOURNEYMAN

TRADE: SHEET METAL

LOCATION: SOUTHERN CALIFORNIA

UNION: LOCAL 105

Mileage \$.655 per mile

	<u>ST</u>	<u>OT</u>	<u>DT</u>	<u>DESCRIPTION</u>
	\$ 62.41	\$ 93.62	\$ 124.82	BASE WAGE
	\$ -	\$ -	\$ -	OTHER TAXABLE WAGE
(1)	\$ 62.41	\$ 93.62	\$ 124.82	TOTAL GROSS TAXABLE WAGE
	\$ 1.00	\$ 1.00	\$ 1.00	401(A) PLAN - MANDATORY
	\$ 0.65	\$ 0.65	\$ 0.65	RETIREE'S SUPP HEALTH PLAN
	\$ 11.25	\$ 11.25	\$ 11.25	HEALTH PLAN
	\$ 0.50	\$ 0.50	\$ 0.50	HEALTH REIMBURSEMENT ACCT. (HRA)
	\$ 11.82	\$ 11.82	\$ 11.82	LOCAL PENSION
	\$ 0.70	\$ 0.70	\$ 0.70	LOCAL TRAINING
	\$ 0.12	\$ 0.12	\$ 0.12	NATIONAL TRAINING
	\$ 4.54	\$ 4.54	\$ 4.54	NATIONAL PENSION
	\$ 0.03	\$ 0.03	\$ 0.03	NEMI
	\$ 0.02	\$ 0.02	\$ 0.02	SMOHIT
	\$ 0.09	\$ 0.09	\$ 0.09	LMCT/FP-ACC
	\$ 0.60	\$ 0.60	\$ 0.60	INDUSTRY FUND
	\$ 2.34	\$ 2.34	\$ 2.34	DUES CHECK OFF
(2)	\$ 33.66	\$ 33.66	\$ 33.66	EMPLOYER FRINGE BENEFIT PAYMENTS
(3)	\$ 96.07	\$ 127.28	\$ 158.48	TOTAL PACKAGE (1+2)
	\$ 10.32	\$ 10.32	\$ 10.32	WORKERS COMP INSURANCE (W/C)
	\$ 5.09	\$ 5.09	\$ 5.09	GENERAL LIABILITY INSURANCE (G/L)
	\$ 3.87	\$ 5.80	\$ 7.74	STATE UNEMPLOYMENT (SUTA)
	\$ 1.31	\$ 1.97	\$ 2.62	FEDERAL UNEMPLOYMENT (FUTA)
	\$ 3.87	\$ 5.80	\$ 7.74	SOCIAL SECURITY (FICA)
	\$ 0.90	\$ 1.36	\$ 1.81	MEDICARE (FMI)
(4)	\$ 25.36	\$ 30.34	\$ 35.32	EMPLOYER TAX & INSURANCE BURDENS
(5)	\$ 121.43	\$ 157.62	\$ 193.80	GRAND TOTAL (3+4)

The above labor rates do not include Overhead & Profit

**BEST CONTRACTING SERVICES, INC.
LABOR RATES**

VALID PERIOD: 07/01/2025 THRU 12/31/2025

CLASSIFICATION: FOREMAN

TRADE: SHEET METAL

LOCATION: SOUTHERN CALIFORNIA

UNION: LOCAL 105

Mileage \$.655 per mile

	<u>ST</u>	<u>OT</u>	<u>DT</u>	<u>DESCRIPTION</u>
	\$ 71.77	\$ 107.66	\$ 143.54	BASE WAGE
	\$ -	\$ -	\$ -	OTHER TAXABLE WAGE
(1)	\$ 71.77	\$ 107.66	\$ 143.54	TOTAL GROSS TAXABLE WAGE
	\$ 1.00	\$ 1.00	\$ 1.00	401(A) PLAN - MANDATORY
	\$ 0.65	\$ 0.65	\$ 0.65	RETIREE'S SUPP HEALTH PLAN
	\$ 11.25	\$ 11.25	\$ 11.25	HEALTH PLAN
	\$ 0.50	\$ 0.50	\$ 0.50	HEALTH REIMBURSEMENT ACCT. (HRA)
	\$ 11.82	\$ 11.82	\$ 11.82	LOCAL PENSION
	\$ 0.70	\$ 0.70	\$ 0.70	LOCAL TRAINING
	\$ 0.12	\$ 0.12	\$ 0.12	NATIONAL TRAINING
	\$ 4.54	\$ 4.54	\$ 4.54	NATIONAL PENSION
	\$ 0.03	\$ 0.03	\$ 0.03	NEMI
	\$ 0.02	\$ 0.02	\$ 0.02	SMOHIT
	\$ 0.09	\$ 0.09	\$ 0.09	LMCT/FP-ACC
	\$ 0.60	\$ 0.60	\$ 0.60	INDUSTRY FUND
	\$ 2.34	\$ 2.34	\$ 2.34	DUES CHECK OFF
(2)	\$ 33.66	\$ 33.66	\$ 33.66	EMPLOYER FRINGE BENEFIT PAYMENTS
(3)	\$ 105.43	\$ 141.32	\$ 177.20	TOTAL PACKAGE (1+2)
	\$ 11.87	\$ 11.87	\$ 11.87	WORKERS COMP INSURANCE (W/C)
	\$ 5.85	\$ 5.85	\$ 5.85	GENERAL LIABILITY INSURANCE (G/L)
	\$ 4.45	\$ 6.67	\$ 8.90	STATE UNEMPLOYMENT (SUTA)
	\$ 1.51	\$ 2.26	\$ 3.01	FEDERAL UNEMPLOYMENT (FUTA)
	\$ 4.45	\$ 6.67	\$ 8.90	SOCIAL SECURITY (FICA)
	\$ 1.04	\$ 1.56	\$ 2.08	MEDICARE (FMI)
(4)	\$ 29.17	\$ 34.89	\$ 40.61	EMPLOYER TAX & INSURANCE BURDENS
(5)	\$ 134.60	\$ 176.21	\$ 217.81	GRAND TOTAL (3+4)

The above labor rates do not include Overhead & Profit

Contingency
Draw
Request (CDR)

Owner Oxnard School District
Architect IBI Group
Contractor Balfour Beatty
PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Change Order Request #: 410
Date: 7-11-2025

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 365 – CDR 410 – Additional Cleaning Additional clean of walls, overhead pipes, vents, panels, and storefront above and beyond final clean scope of work and/or associated with prolonged inactivity of building.	\$ 35,826.00
--	--------------

- The cost of this work will be drawn from E&O Contractor Contingency:
 The cost of this work will be drawn from Project Allowance Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
Balfour Beatty

ARCHITECT
IBI Group

PROGRAM MANAGER
CFW Group, Inc.

By: Rafael Ramirez
Date: 2025-07-11

By: _____
Date: _____

By: AAA RECOMMENDED
Date: 7-15-25

OWNER - Oxnard School District

By: Kest Rijo

Date: 7/18/25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	7-11-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 410 – Additional Cleaning

Additional clean of walls, overhead pipes, vents, panels, and storefront above and beyond final clean scope of work and/or associated with prolonged inactivity of building.

A. Subcontractor's Cost			
Inland Building	\$	32,751.17	
Insurance @ 1%	\$	330.82	
		Subtotal B:	\$ 33,081.99
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C:	\$ -
C. General Contractor's Overhead and Profit*			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	1,654.10	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C:	\$ 1,654.10
D. Bond at 1%		Subtotal D:	\$ 358.26
E. Builders Risk Insurance at 1%		Subtotal E:	\$ 358.26
F. General Liability at 1.04%		Subtotal F:	\$ 372.59
Grand Total = (A + B + C + D + E + F)		\$	35,826.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

2025-07-11

Print Name & Title (General Contractor)

Signature

Date

Job Information:

Rose Ave ES BP 15 - Specialties - 21-041
 220 S Driskill St
 Oxnard, CA 93030
Client: Oxnard School District

Proposed Change Order

PCO Number: 06
 PCO Date: Jul 11, 2025
PCO Valid for 30 Days

Attention: Balfour Beatty Construction

From: Cliff Rodrick, cliff@ibccinc.com

<i>Description of Work</i>
<i>COR #006 - Additional Cleaning</i>
Additional clean of walls, overhead pipes, vents, panels, and storefront above and beyond final clean scope of work and/or associated with prolonged inactivity of building.

Self-Perform Work

Description	Cost	Markup %	Markup	Price
Supervision 40HR @ 117.20	\$4,688.00	10.00%	\$ 703.20	\$5,156.80
Bond	\$670.77	%	\$ 0.00	\$670.77

Subcontract Work

Vendor	Cost	Markup %	Markup	Price
Pacific Coast Cleaning	\$24,476.00	10.00%	\$ 3,671.40	\$26,923.60

Summary	
Total Cost	\$29,834.77
Total Markup	\$2,916.40
Subtotal	\$32,751.17
Additional Days	0.00

Change Order Labor Rate

Inland Building Construction Companies, Inc.

Trade : Foreman with Truck

Effective Date: 7-1-25

	STRAIGHT TIME	OVERTIME	DOUBLE TIME
BASE HOURLY RATE	\$55.24	\$82.86	\$110.48
VACATION / HOLIDAY	\$7.46	\$7.46	\$7.46
<i>Taxable rate (base rate + Vacation)</i>	<i>\$62.70</i>	<i>\$90.32</i>	<i>\$117.94</i>
HEALTH AND WELFARE	\$9.50	\$9.50	\$9.50
PENSION	\$6.41	\$6.41	\$6.41
APPRENTICESHIP TRAINING	\$0.77	\$0.77	\$0.77
GREIVANCE	\$0.44	\$0.44	\$0.44
ANNUITY	\$4.50	\$4.50	\$4.50
<i>Hourly rate on check</i>	<i>\$84.32</i>	<i>\$111.94</i>	<i>\$139.56</i>
SOCIAL SECURITY/ MEDICARE	\$4.80	\$6.91	\$9.02
FEDERAL UNEMPLOYMENT	\$0.38	\$0.54	\$0.71
STATE UNEMPLOYMENT	\$3.89	\$5.60	\$7.31
WORKERS COMP	\$5.29	\$7.61	\$9.94
Safety & Truck	\$18.53	\$22.99	\$27.45
<i>Burden total</i>	<i>\$32.88</i>	<i>\$43.66</i>	<i>\$54.43</i>
TOTAL DIRECT COSTS	\$117.20	\$155.60	\$193.99

Rose Ave Elementary

220 South Driskill Street, Oxnard, California

21-041-43-DWR-IBCC SUPERINTENDENT-ROSE AVE

Nov 20, 2023, ID #976

REPORT DETAILS

Description PCC

Submitted by Dave Maffei

Status Submitted

Last update Jan 11, 2024 10:39 AM

Last updated by Dave Maffei

Weather

🌧️ Rain: 0.00 inches

🍏 Weather [View Sources](#)

7:00 AM Windy
Temperature: 62°F
 Wind: ← 15mph
Humidity: 26%

12:00 PM Windy
Temperature: 73°F
 Wind: ↙ 20mph
Humidity: 17%

4:00 PM Clear
Temperature: 74°F
 Wind: ← 14mph
Humidity: 15%

Updated Nov 21, 2023 at 6:01 PM



DAILY REPORT

P: (909) 884-6276 | F: (909) 889-6936
 323 S Sierra Way, San Bernardino CA 92408

DATE: 11/20/23 DAY OF THE WEEK: Mon

SUPERINTENDENT: Cliff Rodrick

JOB NAME: ROSE AVENUE ES

JOB #: 21-041,043 WEATHER: Sunny

BID PKG and #: 15 Specialties 29 Exterior Athletic & Gym TEMP: 72+- winds 20 miles an hour

NOTES, OBSERVED, OR CONSTRAINTS TODAY:

PCC cleaning exterior windows. Windy. Approximately 20 mph. Only one hose bib available at the south west corner of the site. Water pipes were repaired by 830. Exterior Window cleaning was accomplished and approved by Tiger for building A.

IBCC - EMPLOYEE NAME	HRS.	CLASSIFICATION	J	A	Type of Work:	WORK PERFORMED
Dave Maffei	4				Contract	Supervision.
					Contract	
					Contract	
					Contract	
					Contract	
					Contract	
					Contract	
					Contract	

VISITORS TO SITE	TIME	REASON FOR VISIT / DISCUSSION

DELIVERIES / RENTALS	FROM WHO

SUBCONTRACTORS	MEN	Type of Work:	WORK PERFORMED
PCC	2	Contract	Window cleaning

Rose Ave Elementary

220 South Driskill Street, Oxnard, California

PHOTOS (36)



20231129_125248_photo

Dave Maffei

Nov 29, 2023 12:52 PM



20231129_125232_photo

Dave Maffei

Nov 29, 2023 12:52 PM



20231129_101117_photo

Dave Maffei

Nov 29, 2023 10:11 AM



20231129_101100_photo

Dave Maffei

Nov 29, 2023 10:11 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 29, 2023 10:10 AM



20231129_101003_photo

Dave Maffei

Nov 29, 2023 10:10 AM



20231129_100911_photo

Dave Maffei

Nov 29, 2023 10:09 AM



20231129_100831_photo

Dave Maffei

Nov 29, 2023 10:08 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 29, 2023 10:04 AM



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Dave Maffei

Nov 29, 2023 10:03 AM



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Dave Maffei

Nov 29, 2023 10:03 AM



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Dave Maffei

Nov 29, 2023 10:02 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 29, 2023 10:02 AM



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Dave Maffei

Nov 29, 2023 10:00 AM



20231129_100002_photo

Dave Maffei

Nov 29, 2023 10:00 AM



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Dave Maffei

Nov 29, 2023 9:59 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

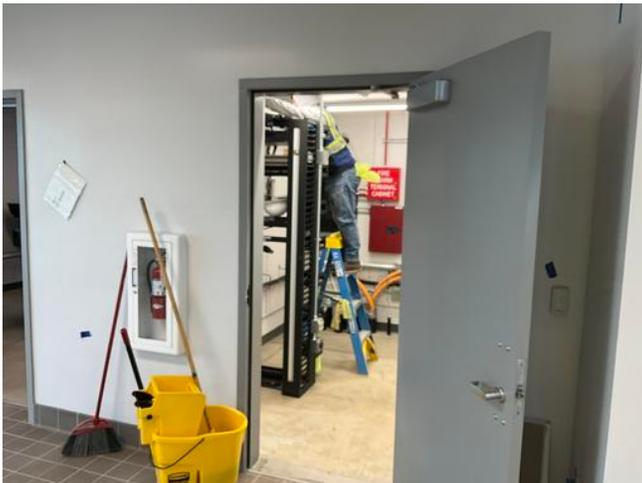
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Dave Maffei

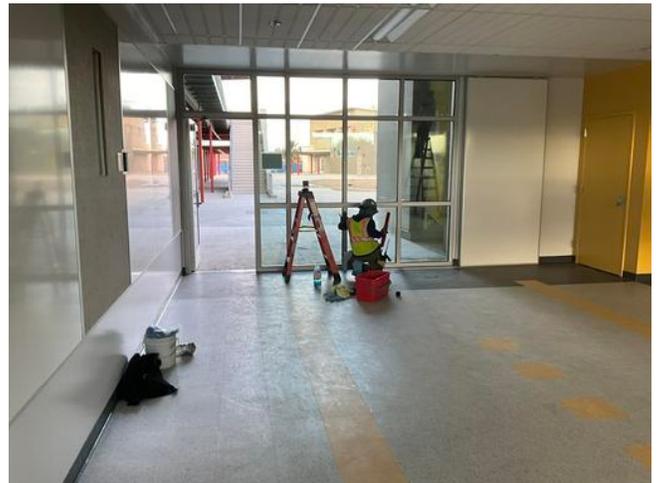
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Dave Maffei

Nov 29, 2023 7:46 AM



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Dave Maffei

Nov 29, 2023 7:44 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 29, 2023 7:37 AM



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Dave Maffei

Nov 29, 2023 7:37 AM



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Dave Maffei

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Dave Maffei

Nov 29, 2023 7:36 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 29, 2023 7:35 AM



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Dave Maffei

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Dave Maffei

Nov 29, 2023 7:35 AM



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Dave Maffei

Nov 29, 2023 7:34 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 29, 2023 7:34 AM



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Dave Maffei

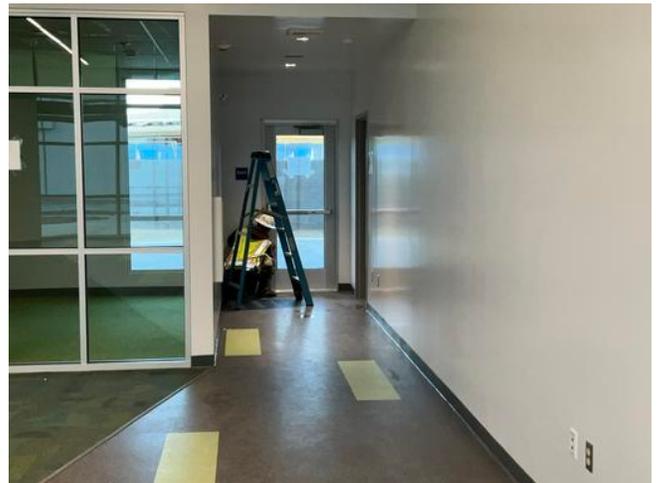
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Dave Maffei

Nov 29, 2023 7:34 AM



20231129_073350_photo

Dave Maffei

Nov 29, 2023 7:33 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



20231129_072832_photo

Dave Maffei

Nov 29, 2023 7:28 AM



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Dave Maffei

Nov 29, 2023 7:28 AM



20231120_074026_photo

Dave Maffei

Nov 20, 2023 7:40 AM



20231120_073013_photo

Dave Maffei

Nov 20, 2023 7:30 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California

21-041-43-DWR-IBCC SUPERINTENDENT-ROSE AVE

Nov 21, 2023, ID #978

REPORT DETAILS

Description PCC

Submitted by Dave Maffei

Status Submitted

Last update Jan 11, 2024 10:39 AM

Last updated by Dave Maffei

Weather

🌧️ Rain: 0.00 inches 🍏 Weather [View Sources](#)

7:00 AM  Clear Temperature: 67°F Wind: ← 15mph Humidity: 19%	12:00 PM  Clear Temperature: 79°F Wind: ← 13mph Humidity: 15%	4:00 PM  Partly Cloudy Temperature: 77°F Wind: ← 7mph Humidity: 21%
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Updated Nov 21, 2023 at 6:01 PM



DAILY REPORT

P: (909) 884-6276 | F: (909) 889-6936
 323 S Sierra Way, San Bernardino CA 92408

DATE: 11/21/23 DAY OF THE WEEK: Tues

SUPERINTENDENT: Cliff Rodrick

JOB NAME: ROSE AVENUE ES

JOB #: 21-041,043 WEATHER: Sunny

BID PKG and #: 15 Specialties 29 Exterior Athletic & Gym TEMP: 79+- Windy

NOTES, OBSERVED, OR CONSTRAINTS TODAY:

PCC cleaning windows on building B, building C collaborating and kindergarten.
 High windows were not done.
 Building B window cleaning complete and approved by Tiger.
 Window frames have hard water deposits in anodization stains.
 We Suggested BBC Reaches out to window contractor for specified cleaning solutions for frames.
 IBCC pitched in to build and install 3 park benches and 2 bike racks .

IBCC - EMPLOYEE NAME	HRS.	CLASSIFICATION	J	A	Type of Work:	WORK PERFORMED
Dave Maffei	4				Contract	Supervision
					Contract	
					Contract	
					Contract	
					Contract	
					Contract	
					Contract	
					Contract	

VISITORS TO SITE	TIME	REASON FOR VISIT / DISCUSSION

DELIVERIES / RENTALS	FROM WHO

SUBCONTRACTORS	MEN	Type of Work:	WORK PERFORMED
PCC	2	Contract	Window cleaning

Rose Ave Elementary

220 South Driskill Street, Oxnard, California

PHOTOS (7)



20231121_101638_photo

Dave Maffei

Nov 21, 2023 10:16 AM



20231121_092533_photo

Dave Maffei

Nov 21, 2023 9:25 AM



20231121_092031_photo

Dave Maffei

Nov 21, 2023 9:20 AM



20231121_073339_photo

Dave Maffei

Nov 21, 2023 7:33 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



20231121_073323_photo

Dave Maffei

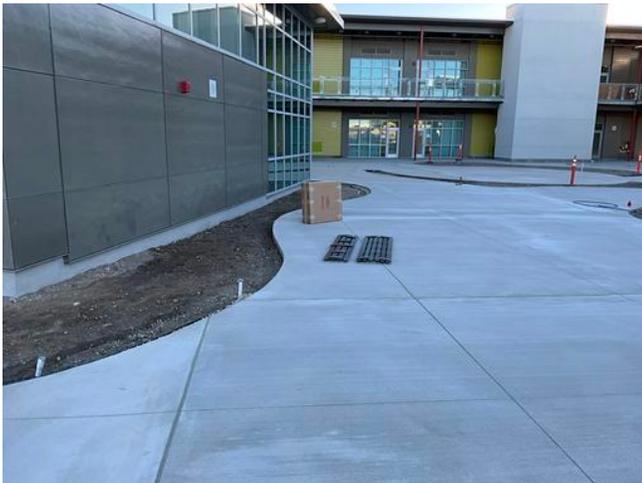
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20231121_073308_photo

Dave Maffei

Nov 21, 2023 7:33 AM



20231121_073301_photo

Dave Maffei

Nov 21, 2023 7:33 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California

21-041-43-DWR-IBCC SUPERINTENDENT-ROSE AVE

Nov 27, 2023, ID #979

REPORT DETAILS

Description PCC window cleaning

Submitted by Dave Maffei

Status Submitted

Last update Jan 11, 2024 10:39 AM

Last updated by Dave Maffei

Weather

🌧️ Rain: 0.00 inches

🍏 Weather [View Sources](#)

7:00 AM Mostly Clear
Temperature: 59°F
Wind: ↙ 11mph
Humidity: 25%

12:00 PM Mostly Cloudy
Temperature: 70°F
Wind: ← 13mph
Humidity: 19%

4:00 PM Partly Cloudy
Temperature: 67°F
Wind: ↙ 6mph
Humidity: 29%

Updated Nov 30, 2023 at 10:07 AM



DAILY REPORT

P: (909) 884-6276 | F: (909) 889-6936
 323 S Sierra Way, San Bernardino CA 92408

DATE: 11/27/23 DAY OF THE WEEK: Mon

SUPERINTENDENT: Cliff Rodrick

JOB NAME: ROSE AVENUE ES

JOB #: 21-041,043 WEATHER: Sunny

BID PKG and #: 15 Specialties 29 Exterior Athletic & Gym TEMP: 70+-

NOTES, OBSERVED, OR CONSTRAINTS TODAY:

PCC window cleaning building B.
 Walked windows building A with Alex.

IBCC - EMPLOYEE NAME	HRS.	CLASSIFICATION	J	A	Type of Work:	WORK PERFORMED
Dave Maffei	8				Contract	
					Contract	
					Contract	
					Contract	
					Contract	
					Contract	
					Contract	
					Contract	

VISITORS TO SITE	TIME	REASON FOR VISIT / DISCUSSION

DELIVERIES / RENTALS	FROM WHO

SUBCONTRACTORS	MEN	Type of Work:	WORK PERFORMED
PCC	2	Contract	Window cleaning

Rose Ave Elementary

220 South Driskill Street, Oxnard, California

PHOTOS (37)



20231130_093538_photo

Dave Maffei

Nov 30, 2023 9:35 AM



20231127_104928_photo

Dave Maffei

Nov 27, 2023 10:49 AM



20231127_104853_photo

Dave Maffei

Nov 27, 2023 10:48 AM



20231127_104838_photo

Dave Maffei

Nov 27, 2023 10:48 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



20231127_104733_photo

Dave Maffei

Nov 27, 2023 10:48 AM



20231127_104705_photo

Dave Maffei

Nov 27, 2023 10:47 AM



20231127_104636_photo

Dave Maffei

Nov 27, 2023 10:46 AM



20231127_104629_photo

Dave Maffei

Nov 27, 2023 10:46 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 27, 2023 10:46 AM



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Dave Maffei

Nov 27, 2023 10:46 AM



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Dave Maffei

Nov 27, 2023 10:41 AM



20231127_102935_photo

Dave Maffei

Nov 27, 2023 10:29 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 27, 2023 10:29 AM



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Dave Maffei

Nov 27, 2023 9:54 AM



20231127_083712_photo

Dave Maffei

Nov 27, 2023 8:37 AM



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Dave Maffei

Nov 27, 2023 8:37 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 27, 2023 8:36 AM



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Dave Maffei

Nov 27, 2023 8:36 AM



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Dave Maffei

Nov 27, 2023 8:36 AM



20231127_083557_photo

Dave Maffei

Nov 27, 2023 8:35 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 27, 2023 8:35 AM



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Dave Maffei

Nov 27, 2023 8:35 AM



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Dave Maffei

Nov 27, 2023 8:35 AM



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Dave Maffei

Nov 27, 2023 8:32 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 27, 2023 8:17 AM



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Dave Maffei

Nov 27, 2023 8:16 AM



20231127_080822_photo

Dave Maffei

Nov 27, 2023 8:08 AM



20231127_080815_photo

Dave Maffei

Nov 27, 2023 8:08 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 27, 2023 8:05 AM



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Dave Maffei

Nov 27, 2023 8:03 AM



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Dave Maffei

Nov 27, 2023 7:54 AM



20231127_075330_photo

Dave Maffei

Nov 27, 2023 7:53 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 27, 2023 7:52 AM



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Dave Maffei

Nov 27, 2023 7:49 AM



20231127_074553_photo

Dave Maffei

Nov 27, 2023 7:45 AM



20231127_074530_photo

Dave Maffei

Nov 27, 2023 7:45 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



20231127_074503_photo

Dave Maffei

Nov 27, 2023 7:45 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California

21-041-43-DWR-IBCC SUPERINTENDENT-ROSE AVE

Nov 28, 2023, ID #980

REPORT DETAILS

Description PCC

Submitted by Dave Maffei

Status Submitted

Last update Jan 11, 2024 10:41 AM

Last updated by Dave Maffei

Weather

🌧️ Rain: 0.00 inches 🍏 Weather [View Sources](#)

7:00 AM  Clear Temperature: 50°F Wind: ↓ 4mph Humidity: 39%	12:00 PM  Clear Temperature: 70°F Wind: ↗ 6mph Humidity: 27%	4:00 PM  Partly Cloudy Temperature: 65°F Wind: → 6mph Humidity: 46%
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Updated Nov 29, 2023 at 7:39 AM



DAILY REPORT

P: (909) 884-6276 | F: (909) 889-6936
 323 S Sierra Way, San Bernardino CA 92408

DATE: 11/28/23 DAY OF THE WEEK: Tues

SUPERINTENDENT: Cliff Rodrick

JOB NAME: ROSE AVENUE ES

JOB #: 21-041,043 WEATHER: Sunny

BID PKG and #: 15 Specialties 29 Exterior Athletic & Gym TEMP: 70+-

NOTES, OBSERVED, OR CONSTRAINTS TODAY:

PCC final cleaning cleaning interior windows, collaborating room building C.
 Cleaning all data and electrical rooms

IBCC - EMPLOYEE NAME	HRS.	CLASSIFICATION	J	A	Type of Work:	WORK PERFORMED
Dave Maffei	5				Contract	Supervision
					Contract	
					Contract	
					Contract	
					Contract	
					Contract	
					Contract	
					Contract	

VISITORS TO SITE	TIME	REASON FOR VISIT / DISCUSSION

DELIVERIES / RENTALS	FROM WHO

SUBCONTRACTORS	MEN	Type of Work:	WORK PERFORMED
Pcc	3	Contract	Cleaning windows, data, and electric rooms.

Rose Ave Elementary

220 South Driskill Street, Oxnard, California

PHOTOS (21)



20231128_090429_photo

Dave Maffei

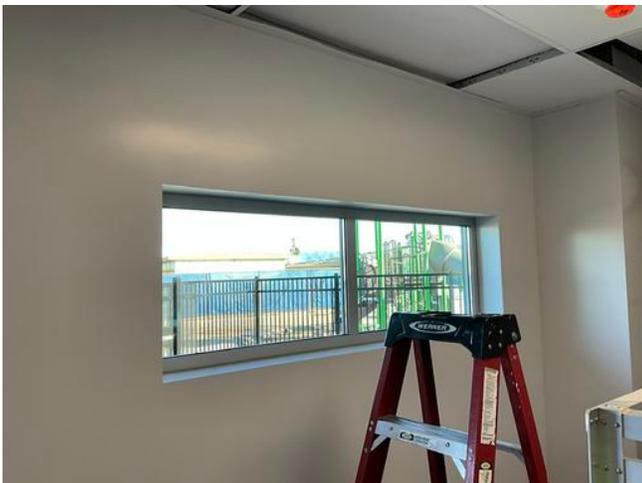
Nov 28, 2023 9:04 AM



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Dave Maffei

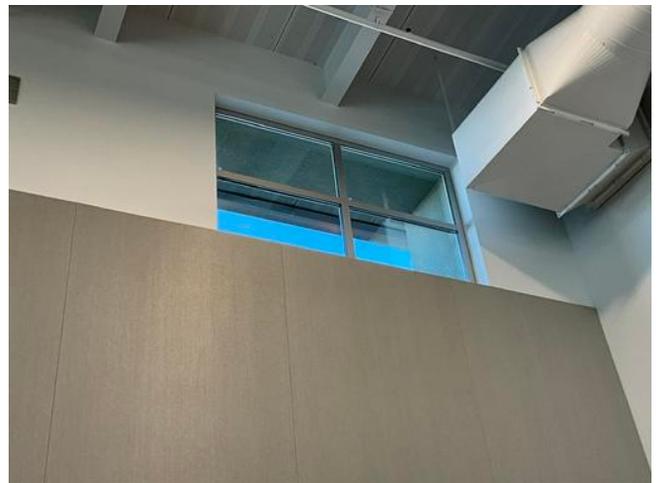
Nov 28, 2023 9:04 AM



20231128_080316_photo

Dave Maffei

Nov 28, 2023 8:03 AM



20231128_080226_photo

Dave Maffei

Nov 28, 2023 8:02 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 28, 2023 8:02 AM



20231128_080205_photo

Dave Maffei

Nov 28, 2023 8:02 AM



20231128_080129_photo

Dave Maffei

Nov 28, 2023 8:01 AM



20231128_080120_photo

Dave Maffei

Nov 28, 2023 8:01 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 28, 2023 8:01 AM



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Dave Maffei

Nov 28, 2023 8:01 AM



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Dave Maffei

Nov 28, 2023 8:00 AM



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Dave Maffei

Nov 28, 2023 8:00 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 28, 2023 7:59 AM



20231128_075920_photo

Dave Maffei

Nov 28, 2023 7:59 AM



20231128_075832_photo

Dave Maffei

Nov 28, 2023 7:58 AM



20231128_075813_photo

Dave Maffei

Nov 28, 2023 7:58 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



20231128_075806_photo

Dave Maffei

Nov 28, 2023 7:58 AM



20231128_075753_photo

Dave Maffei

Nov 28, 2023 7:57 AM



20231128_075553_photo

Dave Maffei

Nov 28, 2023 7:55 AM



20231128_075543_photo

Dave Maffei

Nov 28, 2023 7:55 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



20231128_074402_photo

Dave Maffei

Nov 28, 2023 7:44 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California

21-041-43-DWR-IBCC SUPERINTENDENT-ROSE AVE

Nov 29, 2023, ID #981

REPORT DETAILS

Description PCC November 29, 2023

Submitted by Dave Maffei

Status Submitted

Last update Jan 11, 2024 10:43 AM

Last updated by Dave Maffei

Weather

🌧️ Rain: 0.06 inches

🍏 Weather [View Sources](#)

7:00 AM Mostly Clear
Temperature: 47°F
Wind: ↙ 5mph
Humidity: 66%

12:00 PM Mostly Clear
Temperature: 63°F
Wind: ↗ 7mph
Humidity: 64%

4:00 PM Mostly Clear
Temperature: 62°F
Wind: ↗ 5mph
Humidity: 75%

Updated Nov 30, 2023 at 10:08 AM



DAILY REPORT

P: (909) 884-6276 | F: (909) 889-6936
 323 S Sierra Way, San Bernardino CA 92408

DATE: 11/29/23 DAY OF THE WEEK: Wed

SUPERINTENDENT: Cliff Rodrick

JOB NAME: ROSE AVENUE ES

JOB #: 21-041,043 WEATHER: Partly Cloudy

BID PKG and #: 15 Specialties 29 Exterior Athletic & Gym TEMP: 63+-

NOTES, OBSERVED, OR CONSTRAINTS TODAY:

PCC final cleaning cleaning interior windows, building C.
 Cleaning electrical rooms

IBCC - EMPLOYEE NAME	HRS.	CLASSIFICATION	J	A	Type of Work:	WORK PERFORMED
Dave Maffei	8				Contract	Supervision
					Contract	
					Contract	
					Contract	
					Contract	
					Contract	
					Contract	
					Contract	

VISITORS TO SITE	TIME	REASON FOR VISIT / DISCUSSION

DELIVERIES / RENTALS	FROM WHO

SUBCONTRACTORS	MEN	Type of Work:	WORK PERFORMED
Pcc	4	Contract	Cleaning windows, data, and electric rooms.

Rose Ave Elementary

220 South Driskill Street, Oxnard, California

PHOTOS (27)



20231129_125248_photo

Dave Maffei

Nov 29, 2023 12:52 PM



20231129_125232_photo

Dave Maffei

Nov 29, 2023 12:52 PM



20231129_101117_photo

Dave Maffei

Nov 29, 2023 10:11 AM



20231129_101100_photo

Dave Maffei

Nov 29, 2023 10:11 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



20231129_101023_photo

Dave Maffei

Nov 29, 2023 10:10 AM



20231129_101003_photo

Dave Maffei

Nov 29, 2023 10:10 AM



20231129_100911_photo

Dave Maffei

Nov 29, 2023 10:09 AM



20231129_100831_photo

Dave Maffei

Nov 29, 2023 10:08 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



20231129_100404_photo

Dave Maffei

Nov 29, 2023 10:04 AM



20231129_100316_photo

Dave Maffei

Nov 29, 2023 10:03 AM



20231129_100259_photo

Dave Maffei

Nov 29, 2023 10:03 AM



20231129_100222_photo

Dave Maffei

Nov 29, 2023 10:02 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 29, 2023 10:02 AM



20231129_100036_photo

Dave Maffei

Nov 29, 2023 10:00 AM



20231129_100002_photo

Dave Maffei

Nov 29, 2023 10:00 AM



20231129_095934_photo

Dave Maffei

Nov 29, 2023 9:59 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



20231129_095917_photo

Dave Maffei

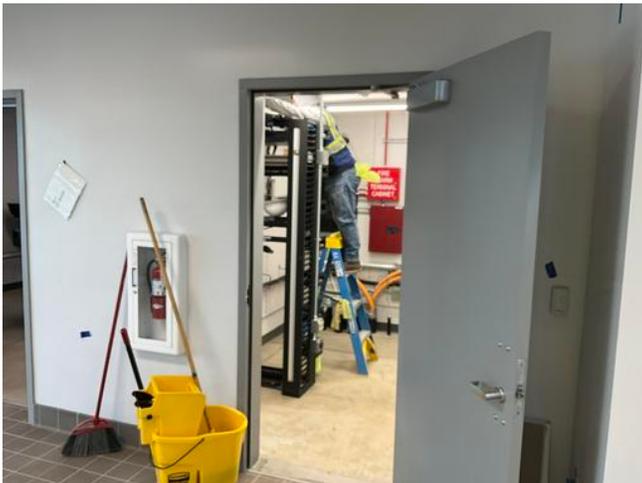
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Dave Maffei

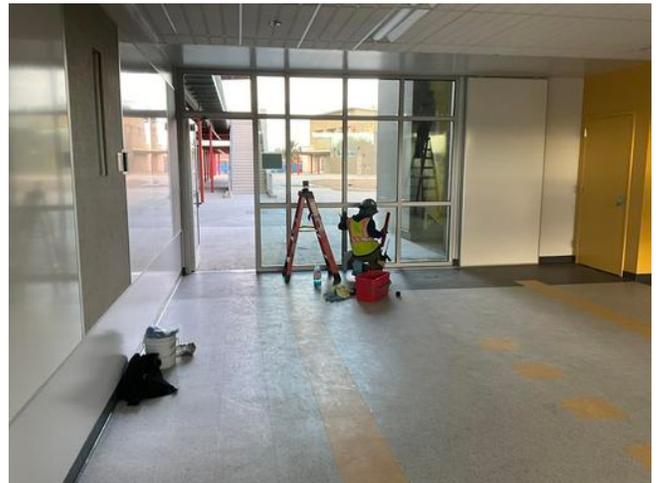
Nov 29, 2023 7:48 AM



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Dave Maffei

Nov 29, 2023 7:46 AM



20231129_074445_photo

Dave Maffei

Nov 29, 2023 7:44 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 29, 2023 7:34 AM



20231129_073446_photo

Dave Maffei

Nov 29, 2023 7:34 AM



20231129_073438_photo

Dave Maffei

Nov 29, 2023 7:34 AM



20231129_073428_photo

Dave Maffei

Nov 29, 2023 7:34 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



20231129_073350_photo

Dave Maffei

Nov 29, 2023 7:33 AM



20231129_072832_photo

Dave Maffei

Nov 29, 2023 7:28 AM



20231129_072820_photo

Dave Maffei

Nov 29, 2023 7:28 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California

21-041-43-DWR-IBCC SUPERINTENDENT-ROSE AVE

Nov 30, 2023, ID #982

REPORT DETAILS

Description PCC Nov 30, 2023

Submitted by Dave Maffei

Status Submitted

Last update Jan 11, 2024 10:44 AM

Last updated by Dave Maffei

Weather

🌧️ Rain: 0.00 inches

🍏 Weather [View Sources](#)

7:00 AM Cloudy
Temperature: 53°F
Wind: ↙ 4mph
Humidity: 85%



12:00 PM Mostly Clear
Temperature: 64°F
Wind: ↗ 5mph
Humidity: 68%



4:00 PM Clear
Temperature: 64°F
Wind: ↗ 5mph
Humidity: 72%



Updated Nov 30, 2023 at 8:48 PM



DAILY REPORT

P: (909) 884-6276 | F: (909) 889-6936
 323 S Sierra Way, San Bernardino CA 92408

DATE: 11/30/23 DAY OF THE WEEK: Thurs

SUPERINTENDENT: Cliff Rodrick

JOB NAME: ROSE AVENUE ES

JOB #: 21-041,043 WEATHER: Sunny

BID PKG and #: 15 Specialties 29 Exterior Athletic & Gym TEMP: 70+-

NOTES, OBSERVED, OR CONSTRAINTS TODAY:

PCC final cleaning cleaning interior windows, building C.

IBCC - EMPLOYEE NAME	HRS.	CLASSIFICATION	J	A	Type of Work:	WORK PERFORMED
Dave Maffei	6				Contract	Supervision
					Contract	
					Contract	
					Contract	
					Contract	
					Contract	
					Contract	
					Contract	

VISITORS TO SITE	TIME	REASON FOR VISIT / DISCUSSION

DELIVERIES / RENTALS	FROM WHO

SUBCONTRACTORS	MEN	Type of Work:	WORK PERFORMED
Pcc	1	Contract	Cleaning windows,

Rose Ave Elementary

220 South Driskill Street, Oxnard, California

PHOTOS (29)



20231130_104708_photo

Dave Maffei

Nov 30, 2023 10:47 AM



20231130_104643_photo

Dave Maffei

Nov 30, 2023 10:46 AM



20231130_104340_photo

Dave Maffei

Nov 30, 2023 10:43 AM



20231130_094634_photo

Dave Maffei

Nov 30, 2023 9:46 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



20231130_094322_photo

Dave Maffei

Nov 30, 2023 9:43 AM



20231130_094312_photo

Dave Maffei

Nov 30, 2023 9:43 AM



20231130_094220_photo

Dave Maffei

Nov 30, 2023 9:42 AM



20231130_094206_photo

Dave Maffei

Nov 30, 2023 9:42 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



20231130_094112_photo

Dave Maffei

Nov 30, 2023 9:41 AM



20231130_094015_photo

Dave Maffei

Nov 30, 2023 9:40 AM



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Dave Maffei

Nov 30, 2023 9:39 AM



20231130_093854_photo

Dave Maffei

Nov 30, 2023 9:38 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



20231130_093810_photo

Dave Maffei

Nov 30, 2023 9:38 AM



20231130_093757_photo

Dave Maffei

Nov 30, 2023 9:37 AM



20231130_093658_photo

Dave Maffei

Nov 30, 2023 9:36 AM



20231130_093554_photo

Dave Maffei

Nov 30, 2023 9:36 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 30, 2023 9:35 AM



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Dave Maffei

Nov 30, 2023 9:35 AM



20231130_093443_photo

Dave Maffei

Nov 30, 2023 9:34 AM



20231130_093416_photo

Dave Maffei

Nov 30, 2023 9:34 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



20231130_093405_photo

Dave Maffei

Nov 30, 2023 9:34 AM



20231130_093331_photo

Dave Maffei

Nov 30, 2023 9:33 AM



20231130_093244_photo

Dave Maffei

Nov 30, 2023 9:32 AM



20231130_093211_photo

Dave Maffei

Nov 30, 2023 9:32 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



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Dave Maffei

Nov 30, 2023 9:31 AM



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Dave Maffei

Nov 30, 2023 9:31 AM



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Dave Maffei

Nov 30, 2023 9:31 AM



20231130_093006_photo

Dave Maffei

Nov 30, 2023 9:30 AM

Rose Ave Elementary

220 South Driskill Street, Oxnard, California



20231130_092948_photo

Dave Maffei

Nov 30, 2023 9:29 AM

CONTINGENCY DRAW REQUEST

Owner:	Oxnard School District	Date:	7-21-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 411 – RFI 621 Revised Booster Pump Electrical Feed

This change order includes the furnishing and installation of one (1) 5 KVA 480V to 240V transformer to provide power to the booster pump, as requested in the attached RFI response. The transformer will be located in the electrical room near panel HM200, in accordance with the attached sketch. This scope is limited to supplying and setting the specified transformer; it does not include engineering or design services. Per our RFI, we have requested that the design engineer review and confirm the sizing of the transformer, associated wiring, and the fusible disconnect.

A. Subcontractor's Cost			
Taft Electric	\$	2,908.00	
Insurance @ 1%	\$	29.37	
		Subtotal B: \$	2,937.37
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	146.87	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	146.87
D. Bond at 1%		Subtotal D: \$	31.81
E. Builders Risk Insurance at 1%		Subtotal E: \$	31.81
F. General Liability at 1.04%		Subtotal F: \$	33.08
Grand Total = (A + B + C + D + E + F)		\$	3,181.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2025-07-21

Print Name & Title (General Contractor)

Signature

Date



CHANGE ORDER REQUEST

COR #049 240V, 5kVA Transformer for Pump

To: Raphael Alamillo Project Manager
Balfour Betty
300 E. Esplanade Drive #1120
Oxnard, CA 93036

From: Tomas Lopez
Phone: (805) 833-0204
Email: tlopez@taftelectric.com

Phone: (805) 206-8614
Email: RALamillo@balfourbettyus.com
CC:

Date Issued: 7/21/2025

Requested Amount:	\$ 2,908
--------------------------	-----------------

The change in scope for the amount requested above is as follows:

COR #049

SCOPE: Provide 5KVA 480v to 240v transformer to power pump per attached RFI response. *Does not include engineering, per our RFI we requested the engineer review sizing of all components.

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:

Tomas Lopez
Division Manager
Taft Electric Company

Date

Raphael Allamillo
Project Manager
Balfour Betty Corporation

Date

Job ID: 2322
Project: Air Station Ventura COR



Takeoff

Vendor: COST **Labor Level:** LABOR 1 **21 Jul 2025 7:20:07**

COR: ROSE PUMP POWER

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
160553	1.00	EA	M	SMALL	EQUIPMENT SUPPORT	25.8000	25.80	0.5000	0.50
850001	1.00	EA	M		UFER/SERVICE/XFMR/H2O GROUND	112.5000	112.50	4.0000	4.00
160884	4.00	EA	M	4"x 4"x .04	57psi POLYURETHANE PAD	7.9200	31.68	0.0650	0.26
118	1.00		M		INTERCEPT/REWORK CONDUITS	25.0000	25.00	3.0000	3.00
119	1.00		M		5KVA TRANSFORMER	0.0000	0.00	6.0000	6.00
Phase Totals:							194.98		13.76
Job Totals:							194.98		13.76

ALL PHASE - OXNARD

ALL PHASE ELECTRIC SUPPLY CO.
221 LOMBARD STREET
OXNARD CA 93030
TEL: 805 485-2153 FAX: 805 485-5930
CONTACT: SUNNY

QUOTE FOR: TAFT ELECTRIC
ACCT #: JW-82902 TAFT ELECTRIC

1694 EASTMAN AVENUE
VENTURA, CA 93006
TEL: (805) 642-0121

QUOTATION			PAGE 001 OF 001
QUOTE # 1100064	DATE 07/16/25	REV # 001	REV DATE 07/16/25
QUOTE EXPIRES 07/17/2025		PREPARED BY SC	
SLS 2015		INSL 2040	
FOB SHIPPING POINT		FREIGHT PREPAID	

CUS PO #:
JOB NAME: ROSE E.S.

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	1	SQD	5S1F	TRANSFORMER DRY 5KVA	769.00	E	769.00

MDSE:	769.00
TAX:	59.60
TOTAL:	828.60

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

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

Revised Booster Pump Electrical Feed

TO:	Ruben Ruiz (Arcadis)	FROM:	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1220 Oxnard, California 93036
DATE INITIATED:	07/16/2025	STATUS:	Open
LOCATION:		DUE DATE:	07/23/2025
PROJECT STAGE:	3. Construction	COST CODE:	
SUB JOB:		SCHEDULE IMPACT:	TBD
COST IMPACT:	Yes (Unknown)	SPEC SECTION:	
DRAWING NUMBER:	E1004	REFERENCE:	Taft RFI 114
LINKED DRAWINGS:			
RECEIVED FROM:	Tom Lopez (Taft Electric Company (Ventura))		
COPIES TO:			

Question from Filbert Carbajal (Balfour Beatty) at 09:45 AM on 07/16/2025

Drawing E1004R shows a 480V power supply for the booster pump, however the booster pump that has been provided is 240V. Please review our attached sketch to provide a 480V to 240V transformer and confirm this is an acceptable solution. Please be sure to review sizing of wire, the transformer and the fusible disconnect. Please also review and approve the attached 5kVA transformer, this transformer is in stock and readily available, it would be installed in the electrical room near panel HM200.

Attachments:

[20-2338-Rose_Ave_Elem_School_Reconstruction-114-Revised_Booster_Pump_Electrical_Feed-2025-07-16.pdf](#)

Awaiting an Official Response

All Replies:

The proposed installation is acceptable.
 Bahram roshanian
 7/16/2025

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

BY _____ DATE _____ COPIES TO _____



Taft Electric Company
 1694 Eastman Avenue
 Ventura, California 93003
 P: (805) 642-0121

Project: 20-2338 Rose Ave Elem. School Reconstruction
 230 South Driskill Street
 Oxnard, California 93030

RFI #114: Revised Booster Pump Electrical Feed

Status	Open		
To	Tom Lopez (Taft Electric Company)	From	Tom Lopez (Taft Electric Company) 2393 Teller Road #116 Newbury Park, California 91320
Date Initiated	Jul 16, 2025	Due Date	Jul 26, 2025
Location		Project Stage	
Cost Impact		Schedule Impact	
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From		Sub Job	
Copies To	Rafael Alamillo (Balfour Beatty), Filbert Carbajal (Balfour Beatty), Mario Chaidez (Taft Electric Company), Ronald A Franco (Taft Electric Company), Alex Garcia (Balfour Beatty), Abraham Lagos (Taft Electric Company), Chad Myers (Taft Electric Company), Ivan Vazquez (Balfour Beatty)		

Activity

Question

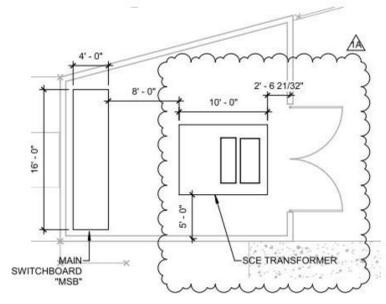
Question from Tom Lopez Taft Electric Company on Wednesday, Jul 16, 2025 at 08:23 AM PDT

Drawing E1004R shows a 480V power supply for the booster pump, however the booster pump that has been provided is 240V. Please review our attached sketch to provide a 480V to 240V transformer and confirm this is an acceptable solution. Please be sure to review sizing of wire, the transformer and the fusible disconnect. Please also review and approve the attached 5kVA transformer, this transformer is in stock and readily available, it would be installed in the electrical room near panel HM200.

Attachments

[E1004R_ SITE POWER PLAN Rev.0 markup.pdf](#), [pump Sketch.pdf](#), [1H277_1 5kva.pdf](#)

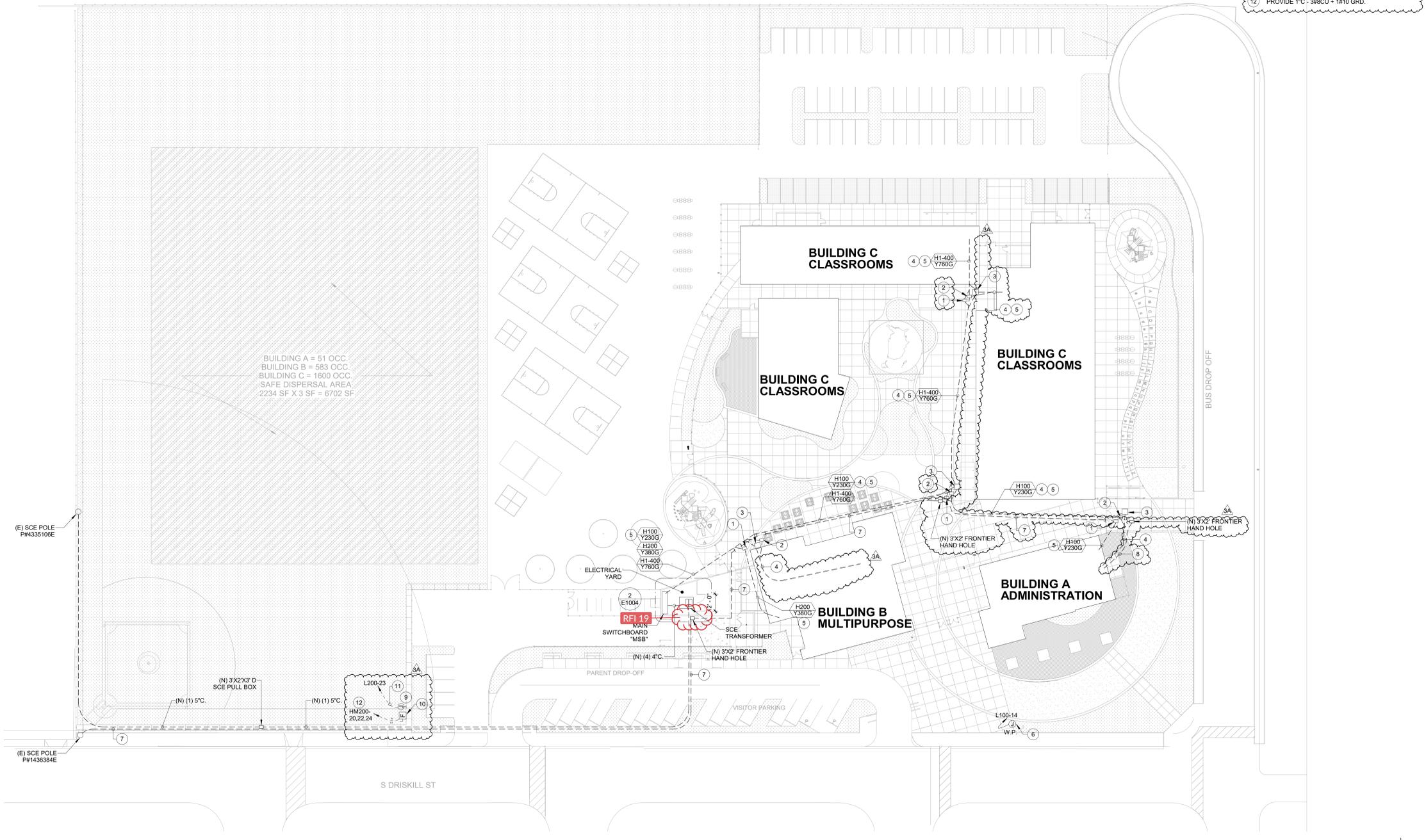
Awaiting an Official Response



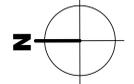
2 SITE POWER PLAN - Callout 1
1/8" = 1'-0"



- REFERENCE NOTES**
- 1 3x2x3D U.G. PULLBOX FOR POWER.
 - 2 3x2x3D U.G. PULLBOX FOR FIRE ALARM.
 - 3 4x4x3D U.G. PULLBOX FOR SIGNAL.
 - 4 (1) 1/4" U.G.C. FIBER OPTIC DATA WITH (3) INNER DUCT (2) 1-1/2" AND (1) 1/4".
 - 5 (1) 3" U.G.C. PA/ TELEPHONE
 - 6 (1) 3" U.G.C. SECURITY/ INTRUSION/ CCTV
 - 7 (1) 3" U.G.C. EMS/ LIGHTING CONTROL
 - 8 (1) 3" U.G.C. FIRE ALARM
 - 9 (1) 2" U.G.C. FUTURE SOLAR PV
 - 10 (2) 3" U.G.C. SPARE
 - 11 (2) 3" U.G.C. SPARE
 - 12 (2) 3" U.G.C. SPARE
- FOR CONNECTION TO MARQUEE SIGN.
- (1) 4" C. FOR FIBER (FRONTIER)
(SAME TRENCH WITH POWER AND SIGNAL)
- (1) 4" C. TO DATA ROOM IN BUILDING A.
- FOR CONNECTION TO IRRIGATION CONTROLLER.
- FOR CONNECTION TO BOOSTER PUMP.
PROVIDE 30AS, 3P, 480V SWITCH 15A FUSE (RK-5)
- PROVIDE 1" C - 2#6 CU + #10 CU GRD.
- PROVIDE 1" C - 3#8CU + #10 GRD.



1 SITE POWER PLAN
1/32" = 1'-0"



CLIENT
OXNARD SCHOOL DISTRICT
220 S. Driskill St, Oxnard, CA 93030

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ISSUES

NO.	ISSUANCE	DATE
1A	ADDENDUM 1A	06/06/2021
3A	ADDENDUM 3A	07/02/2021

CONSULTANTS
roshanian & associates
ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
5040 WILSHIRE BLVD., SUITE 810
LOS ANGELES, CA 90048
TEL: (323) 933-5552
FAX: (323) 933-5589
www.roshanian.com

REGISTERED PROFESSIONAL ENGINEER
NO. E-13125
REN. 08-30-22
ELECTRICAL
STATE OF CALIFORNIA

AGENCY INFORMATION:
AGENCY TRACKING NO. 72538-107 FILE NO. 56-22
IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
03-119284
AC FLS SS
DATE

SEAL
LICENSED ARCHITECT
DAVID ATKINSON
No. C25387
REN. 4/23
STATE OF CALIFORNIA

PRIME CONSULTANT
IBI
215 W 9th Street, Suite 600
Los Angeles, CA 90015
tel (213) 769-0011 fax
#213-769-0016

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

PROJECT NO:
109990

DRAWN BY: Author	CHECKED BY: Checker
PROJECT MGR: Designer	APPROVED BY: Approver
SCALE: As indicated	DATE: 06/05/2019

SHEET TITLE
SITE POWER PLAN

SHEET NUMBER
**AD03B
E1004R**

ISSUE

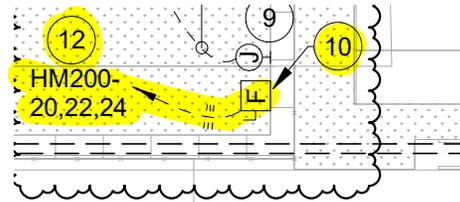
PROVIDE 1" C - 3#8CU + 1#10 GRD.

30A, 3 pole, 240V
Disconnect with 15A
fuses

Panel
HM200

3Phase 480V 15A
breaker

5kVA Transformer
480V to 240V



- 10 FOR CONNECTION TO BOOSTER PUMP. PROVIDE 30AS, 3P, 480V SWITCH 15A FUSE (RK-5)
- 11 PROVIDE 1" C - 2#8 CU + 1#10 CU GRD.
- 12 PROVIDE 1" C - 3#8CU + 1#10 GRD.

240V Load



Product data sheet

Characteristics

5S1F

TRANSFORMER DRY 5KVA

240X480V-120/240V



Main

Product or Component Type	Dry Sealed Transformer
Primary to Secondary Voltage	240 x 480 V 120/240 V
Full Capacity Taps	0

Complementary

Enclosure Code	13B
Phase	1 phase
Power Rating	5 kVA
Temperature rise	115 °C
Height	14.75 in (374.65 mm)
Width	9.75 in (247.65 mm)
Depth	11.75 in (298.45 mm)
Enclosure mounting	Wall mounted
Net Weight	115 Lb(US) (52.16 kg) 114.91 lb(US) (52.12 kg)
Enclosure Material	Painted sheet steel

Environment

Enclosure Type	NEMA 3R
Insulation temperature	356 °F (180 °C)
Product Certifications	UL Listed CSA cULus

Ordering and shipping details

Category	16277 - RESIN LVGP XFMR
Discount Schedule	PE2
GTIN	785901359425
Nbr. of units in pkg.	1
Package weight(Lbs)	115.00 lb(US) (52.163 kg)
Returnability	Yes
Country of origin	MX

Packing Units

Unit Type of Package 1	PCE
Package 1 Height	14.75 in (37.465 cm)
Package 1 width	9.75 in (24.765 cm)
Package 1 Length	11.75 in (29.845 cm)
Unit Type of Package 2	PAL

Number of Units in Package 2	12
Package 2 Weight	1380.00 lb(US) (625.957 kg)
Package 2 Height	40.00 in (101.6 cm)
Package 2 width	40.00 in (101.6 cm)
Package 2 Length	48.00 in (121.92 cm)

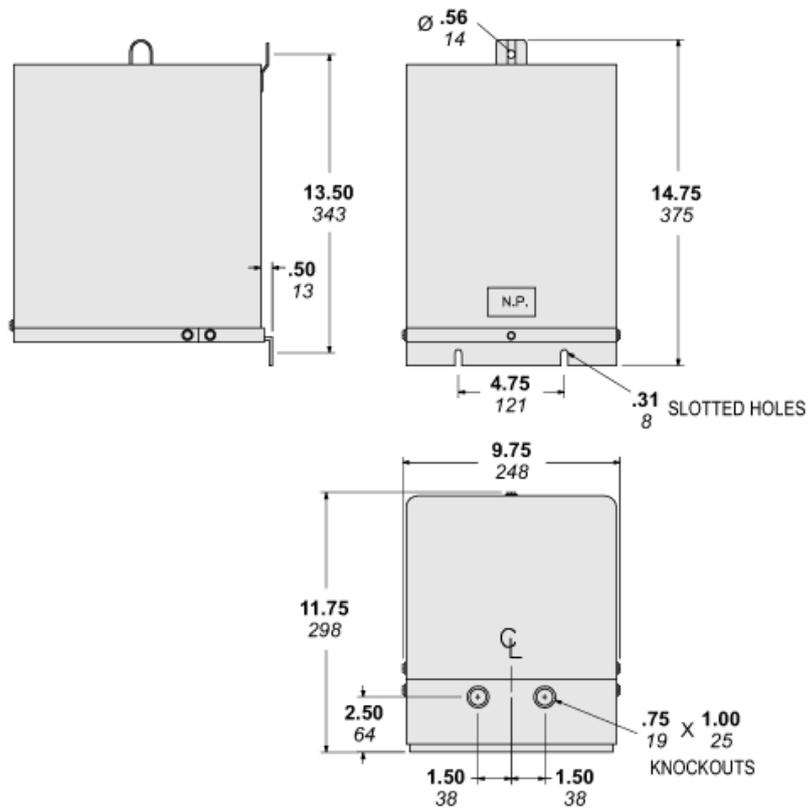
Offer Sustainability

Sustainable offer status	Green Premium product
California proposition 65	WARNING: This product can expose you to chemicals including: Phenyl glycidyl ether, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov
REACH Regulation	REACH Declaration
REACH free of SVHC	Yes
EU RoHS Directive	Compliant EU RoHS Declaration
Toxic heavy metal free	Yes
Mercury free	Yes
RoHS exemption information	Yes
China RoHS Regulation	China RoHS Declaration
Environmental Disclosure	Product Environmental Profile
PVC free	Yes

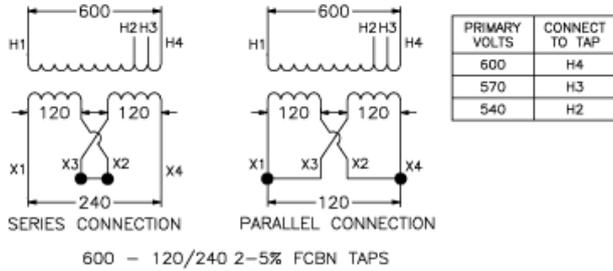
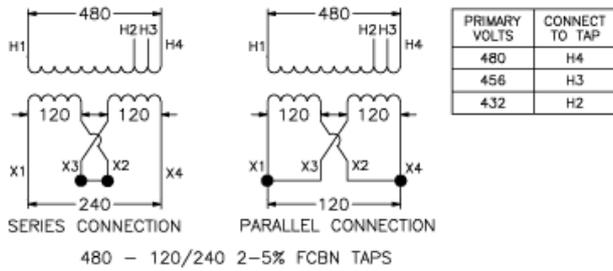
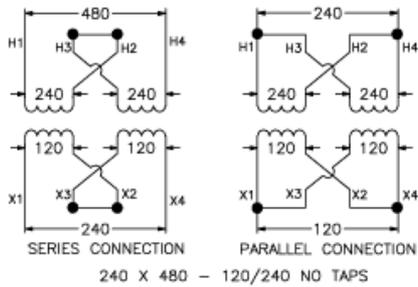
Contractual warranty

Warranty	18 months
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Approximate Dimensions



Wiring



KVA	CATALOG NUMBERS			TEMP. RISE	GUAR. SOUND LEVEL	WGT LBS
	PRIMARY					
	240X480	480	600			
5	5S1F	5S40F	5S4F	115°C	40 DB	115
7.5	7S1F	7S40F	7S4F	115°C	40 DB	135
10	10S1F	10S40F	10S4F	115°C	45 DB	165

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. Site. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit 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 **Seven Million Five Hundred Thousand Dollars and No Cents (\$7,500,000.00)**. 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 **Rafael Alamillo** as Project Manager - Superintendent for the Project. So long as **Rafael Alamillo** remains in the employ of Contractor, such person shall not be changed or substituted from the Project or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

APPROVED:

Balfour Beatty Construction, LLC:

Emily Kay

JB

Signature

Emily Kay, President, California Division

Typed Name/Title

02/10/2025

Date

OXNARD SCHOOL DISTRICT:

Melissa Reyes

Signature

Melissa Reyes, Director, Purchasing

Typed Name/Title

2/10/25

Date

AMENDMENT NO. 002 to CONSTRUCTION SERVICES AGREEMENT #17-158

EXHIBIT A

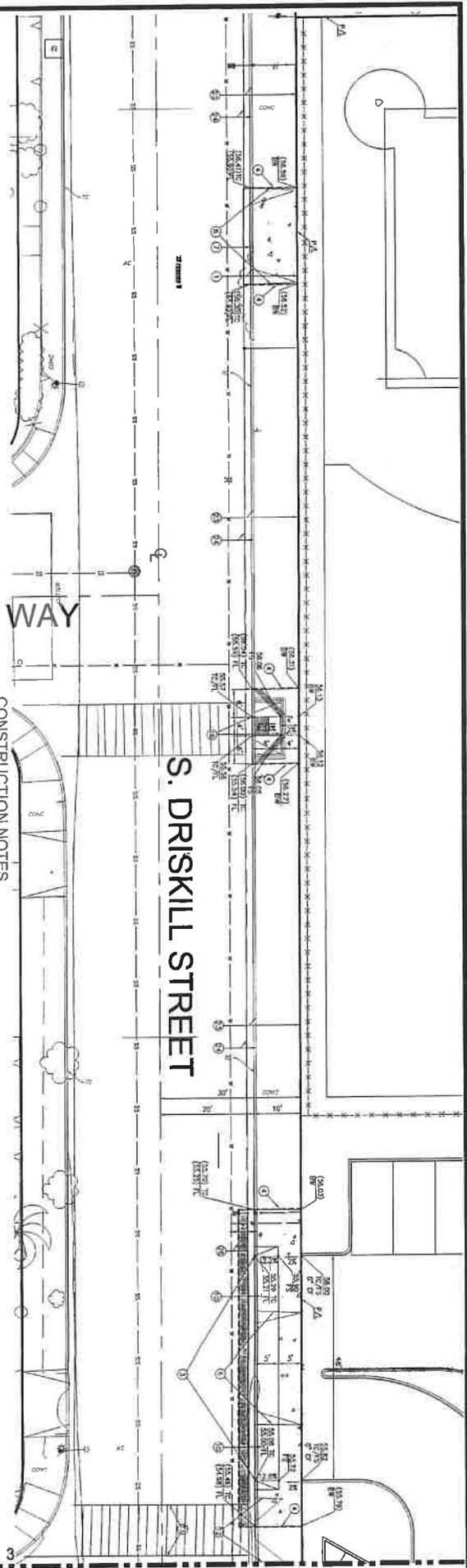
Scope of Work

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.



HAAZ WAY

S. DRISKILL STREET

CONSTRUCTION NOTES

1. CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF OMAHA STD. PLAN PLATE 112 SHEET 1.
2. CONSTRUCT 6" THICK W/ REBAR ARMED COMMERCIAL DRIVEWAY W-207, 24x46, 1'-3" PER CITY OF OMAHA STD. PLAN PLATE 113.
3. CONSTRUCT 6" THICK W/ REBAR COMMERCIAL DRIVEWAY W-401, PER CITY OF OMAHA STD. PLAN PLATE 113.
4. SAWCUT EXISTING PAVEMENT & JOIN SIDEWALK SHALL BE CUT AT THE EXISTING CURB.
5. INSTALL SIDEWALKS W1-2, W10-7P.
6. EXISTING DRIVEWAY TO BE REMOVED.
7. CONSTRUCT CONCRETE CURB AND DITCH, TYPE A2-4(1SD) OR 8" CAB PER CITY OF OMAHA STD. PLAN PLATE 111.
8. HOUSG CONNECTION SEWERS PER PER CITY OF OMAHA STD. PLAN PLATE 402.
9. CONSTRUCT 6" THICK W/ REBAR ARMED COMMERCIAL DRIVEWAY W-207, 24x46, 1'-3" PER CITY OF OMAHA STD. PLAN PLATE 113.
10. REMOVE EXISTING STREET SEAL.
11. CONSTRUCT CURB RAMP CASE 8 TYPE 1 PER CITY OF OMAHA STD. REMOVE EXISTING CURB RAMP.
12. REMOVE EXISTING STRIPING.
13. CONSTRUCT 6" THICK W/ REBAR COMMERCIAL DRIVEWAY W-207, PER CITY OF OMAHA STD. PLAN PLATE 113.
14. CONSTRUCT CONCRETE CURB, TYPE A1-8 OR 8" CAB PER PER CITY OF OMAHA STD. PLAN PLATE 111.
15. REMOVE EXISTING CURB RAMP AND CONSTRUCT CURB RAMP CASE A PER CITY OF OMAHA STD. PLAN PLATE 110 SHEET 1.
16. PROVIDE PARALLEL PARKING STALL STRIPING PER CITY OF OMAHA STD. PLAN PLATE 110 SHEET 1.
17. RETAIL 6" HAS SAWCUT SEWER PER AT 74' W/ REBAR SLOPE.
18. CONSTRUCT SIDEWALK RAMP PER PER CITY OF OMAHA STD. PLAN PLATE 122 TO BE PRIVATELY MAINTAINED.
19. CONSTRUCT CURB RAMP CASE A TYPE 2 PER CITY OF OMAHA STD. PLAN PLATE 110 SHEET 1.
20. INSTALL 16" RCP STORM DRAIN PER AT 0.3% MINIMUM SLOPE.
21. STORM DRAIN JUNCTION STRUCTURE NO. 2 PER CITY OF OMAHA STD. PLAN PLATE 522. STORM DRAIN CONNECTION WILL NOT BE ALLOWED CONSTRUCTED AND OPERATIONAL.
22. PROTECT IN PLACE EXISTING CONCRETE SIDEWALK.
23. INSTALL TURNING CROSSING PER OMAHA STD PLAN 424P.
24. CONSTRUCT ASPHALT PAVEMENT PER CITY OF OMAHA STD. PLAN PLATE 113. 2" CONSTRUCTION FOR GRANULAR.
25. INSTALL CURB, UTIL PER CITY OF OMAHA STD. PLAN PLATE 113. MATCHLINE TO BE OMAHA STD. PLAN PLATE 113.

DRISKILL STREET PLAN



MATCHLINE - SEE SHEET 3



AS-BUILT CERTIFICATE

I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING NO. SHEET NO. 0211, HEREON, WAS CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND APPROVED CONDITIONS, AND APPROVED CONDITIONS, AS INDICATED IN THE REVISION BLOCK.

DATE	REVISIONS	BY	QUALIFIER	R.C.E. No.

MARK	DATE	DESCRIPTION

PROJECT NO.	12404
DATE	12/04/2014
SCALE	AS SHOWN
DATE	12/04/2014
BY	[Signature]
CHECKED BY	[Signature]
DATE	12/04/2014
PROJECT NO.	12404
DATE	12/04/2014
SCALE	AS SHOWN
DATE	12/04/2014
BY	[Signature]
CHECKED BY	[Signature]
DATE	12/04/2014



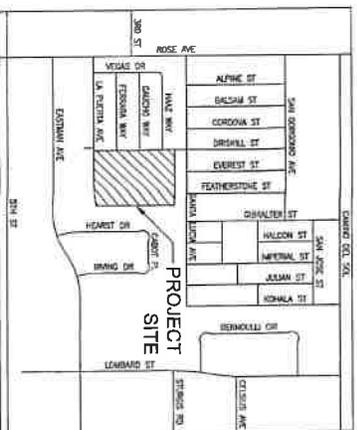
DEVELOPMENT SERVICES DEPARTMENT WATER IMPROVEMENT PLAN COVER SHEET

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

WATER NOTES:

1. THE WATER SYSTEM SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE LATEST EDITIONS OF THE CITY OF OXNARD STANDARD SPECIFICATIONS FOR PUBLIC WORKS AND THE CITY OF OXNARD STANDARD DATA DEVELOPMENT SPECIFICATIONS.
2. CONTRACTOR SHALL NOTIFY THE CITY ENGINEER DIVISION AND ALL OTHER INTERESTED PARTIES AND AVOID THEM (PHONE CONSTRUCTION) 48 HOURS PRIOR TO THE START OF WORK.
3. ALL UTILITY (GAS, WATER, SANITARY, TELEPHONE AND CABLE) UTILITIES SHALL BE LOCATED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF OXNARD AND ALL OTHER AFFECTED AGENCIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF OXNARD AND ALL OTHER AFFECTED AGENCIES PRIOR TO THE START OF CONSTRUCTION.
4. ALL REPAIRS NECESSARY PRIOR TO BEGINNING CONSTRUCTION SHALL BE OBTAINED BY THE CONTRACTOR.
5. THROUGHOUT ALL PHASES OF CONSTRUCTION, INCLUDING SUPERVISION OF WORK, THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
7. ALL DAMAGE CAUSED TO PUBLIC UTILITIES, INCLUDING MAIL ROUTES, UTILITY SERVICES, AND OTHER UTILITIES, SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
8. SANITARY DRAINING PAVEMENT TO A CLEAN STRAIGHT EDGE AS DIRECTED BY THE CITY INSPECTOR.
9. PAVEMENT REPAIRS AND RECONSTRUCTION SHALL BE IN CONFORMANCE WITH THE CITY OF OXNARD STANDARD SPECIFICATIONS FOR PUBLIC WORKS AND THE CITY OF OXNARD STANDARD DATA DEVELOPMENT SPECIFICATIONS. CONSTRUCTION SHALL BE RESPONSIBLE FOR ANY SUCH DAMAGE.
10. ALL UNDERGROUND EXHAUST, STORM DRAIN, AND WATER MAINS, ELECTRIC POWER, TELEPHONE, CABLE TV, CABLE AND GAS PIPES SHALL BE PROTECTED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
11. AT THE POINT OF INTERSECTION AND CROSSING OF THE EXISTING WATER MAINS AND AT THE POINT OF THE NEW, THEN CONTACT THE ENGINEER TO DETERMINE THE DESIGN PROFILES CAN BE SET.
12. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF OXNARD AND ALL OTHER AFFECTED AGENCIES PRIOR TO THE START OF CONSTRUCTION.
13. ALL WATER MAINS LOCATED WITHIN THE SITE SHALL BE EXPOSED TO THE CITY OF OXNARD WATER SUPERVISOR PRIOR TO THEIR RELOCATION OR DESTRUCTION. CITY OF OXNARD WATER SUPERVISOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
14. STATIONS SHOWN ON WATER MAINS ARE ALONG CENTERLINE OF WATER MAIN.
15. THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
16. SEPARATION OF STOPS AND WATER MAINS BE RESPONSIBLE OF EACH OF THE LATEST EDITIONS OF THE CITY OF OXNARD STANDARD SPECIFICATIONS FOR PUBLIC WORKS AND THE CITY OF OXNARD STANDARD DATA DEVELOPMENT SPECIFICATIONS.
17. VERTICAL TRENCH SHOWN SHALL CONFORM WITH THE ORDERS OF THE STATE OF CALIFORNIA AND THE CITY OF OXNARD. THE CONTRACTOR SHALL HAVE ONE EXHAUSTION RESULT (COPY TO CITY).
18. TRENCHES SHALL BE SUPPORTED IN ACCORDANCE WITH CITY OF OXNARD STANDARD SPECIFICATIONS.
19. STABILIZATION AND TESTING OF THE NEW INSTALLATION SHALL BE COMPLETE PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL SET THAT.
20. ALL VALVES SHALL BE INSTALLED WITH APPROVED TRENCH TYPE VALVES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
21. ALL VALVES SHALL BE MADE AS GATE VALVES ON APPROVED EQUAL AND SHAP COATED WITH AN APPROVED TRENCH TYPE VALVE.
22. ALL VALVE DECKS SHALL BE SET TO FINISH GRADE BY THE CONTRACTOR AS PART OF THE CONSTRUCTION.
23. 16 GAUGE COPPER TRENCH LINE SHALL BE INSTALLED ON ALL THE PIPE LINES AND ON 16 GAUGE INSULATED POLYETHYLENE WATER SERVICES.
24. ALL PIPE JOINTS SHALL BE BRONZE, IRON AND SPOCS SHALL BE COATED ON THE INTERIOR SURFACES WITH AN APPROVED TRENCH TYPE PROTECTANT.
25. ADEQUATE FIRE PROTECTION AS DETERMINED BY THE FIRE CHIEF SHALL BE AVAILABLE PRIOR TO THE ISSUANCE OF BUILDING PERMIT.
26. CONTRACTOR SHALL REMOVE THE WATER DIVISION WITH 48 HOURS ADVANCED NOTICE.
27. THE WORK SHALL BE IN CONFORMANCE WITH THE CITY OF OXNARD STANDARD SPECIFICATIONS FOR PUBLIC WORKS AND THE CITY OF OXNARD STANDARD DATA DEVELOPMENT SPECIFICATIONS.

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



VICINITY MAP
SCALE: 1" = 100'

LAND DEVELOPMENT PERMIT NO. PZ-XX-XXXX

<p style="text-align: center;">OWNER'S AGENT</p> <p>AGENT: <u>DANA MILLER</u> 24 HRS. PHONE NO. (805) 816-0212</p> <p style="text-align: center;">NOTICE OF INTENT</p> <p>THE LAND OWNERS HEREBY GIVE NOTICE OF INTENT TO CONSTRUCT THE PROJECT DESCRIBED IN THE ATTACHED PLANS AND SPECIFICATIONS. THE PROJECT WILL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF OXNARD STANDARD SPECIFICATIONS FOR PUBLIC WORKS AND THE CITY OF OXNARD STANDARD DATA DEVELOPMENT SPECIFICATIONS.</p> <p>DATE: _____ RECEIVED: _____</p>	<p style="text-align: center;">AS-BUILT CERTIFICATE</p> <p>I HEREBY CERTIFY THAT THE WORK SHOWN ON THESE PLANS WAS CONSTRUCTED IN ACCORDANCE WITH THE CITY OF OXNARD STANDARD SPECIFICATIONS FOR PUBLIC WORKS AND THE CITY OF OXNARD STANDARD DATA DEVELOPMENT SPECIFICATIONS.</p> <p>DATE: _____ RECEIVED: _____</p>						
<p style="text-align: center;">BENCH MARK</p> <p>YONKIA COUNTY BENCHMARK 44-2 VARIO 588 ELEVATION 56.44' MANDS</p>	<p style="text-align: center;">REVISIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	DESCRIPTION				
DATE	DESCRIPTION						
<p style="text-align: center;">PREPARED BY: BRANDON & JOHNSON ENGINEERS AND ARCHITECTS 1000 WEST OXNARD AVENUE OXNARD, CA 93030 TEL: (805) 481-1111 FAX: (805) 481-1112</p>	<p style="text-align: center;">OXNARD SEWERAGE SERVICES DEPARTMENT WATER PLAN TITLE SHEET & GENERAL NOTES 12/14/14</p>						

CE0334 3-14-2023
R.C.E. No. DATE



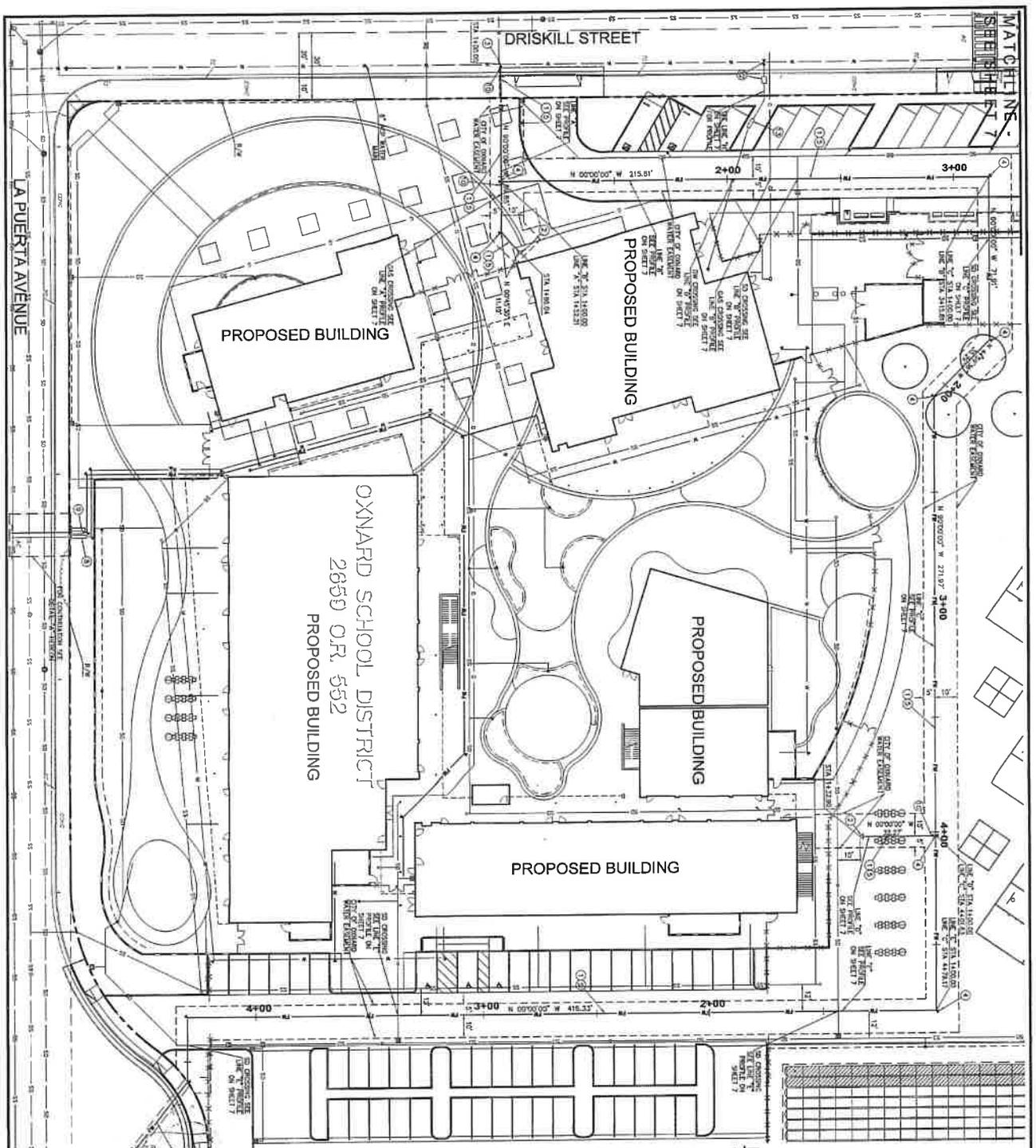
REVISIONS

DATE	DESCRIPTION

OXNARD
SEWERAGE SERVICES DEPARTMENT
WATER PLAN
TITLE SHEET & GENERAL NOTES
12/14/14

REVISIONS BY: _____ DATE: _____

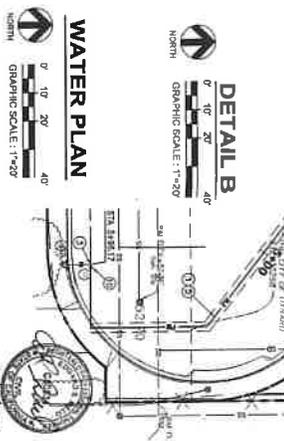
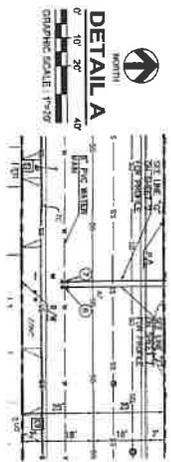
DATE: _____ RECEIVED: _____



- CONSTRUCTION NOTES:**
- INSTALL 1" PVC FIRE WATER LINE PER IAWQ C-900 CLASS 200 W/ 0.1 FITTINGS.
 - INSTALL NEW JACOBS TRIM - 4-003 PER IAWQ - 1/2" FIRE PROTECT.
 - SEE TO OXNARD MAIN PER CITY OF OXNARD PLATE NO. 27 & 33.
 - INSTALL WASTEWATER PER CITY OF OXNARD PLATE NO. 32A.
 - THROUGH & BACKFILL PER CITY OF OXNARD PLATE NO. 602.
 - NEW 4" DOMESTIC WATER SERVICE AND 2" WATER PER CITY OF OXNARD PLATE NO. 310.
 - NEW 6" FIRE WATER SERVICE PER CITY OF OXNARD PLATE NO. 311.
 - INSTALL 5" REDUCED PRESSURE PRERENTIAL ASSEMBLY, INLET'S MODEL 315 OR APPROVED.
 - INSTALL 4" DOUBLE ACTING CHECK ASSEMBLY WITH PVC W/VALVE UOEL, SIGNAL OR APPROVED EQUAL SIGNAL TAPPER SWITCH AND CLEAN & LOCK BOX TO SIGNAL THE INSTALL DATE VALVE AND VALVE OPER PER CITY OF OXNARD PLATE NO. 303.
 - INSTALL 6" PVC FIRE MAIN LINE PER IAWQ C-900 CLASS 200 W/ 0.1 FITTINGS.
 - NEW 2" DOMESTIC WATER SERVICE AND 2" WATER PER CITY OF OXNARD PLATE NO. 304.
 - INSTALL 1.5" REDUCED PRESSURE PRERENTIAL ASSEMBLY, MODEL 3000 315 OR APPROVED EQUAL.

LEGEND

---	PROPERTY LINE	C	GAS MAIN
---	CENTER LINE	S	SEWER
---	EXIST. FENCE	C	EXIST. GAS MAIN
---	EXIST. FENCE	SS	EXIST. SANITARY SEWER
---	DOMESTIC WATER	W	EXIST. WATER MAIN
---	RECORDED WATER	FM	EXIST. RECORDED WATER
---	FORWARD PIPE	M	EXISTING WATER
---	EXTING FIRE MAIN	V	EXTING FIRE MAIN



AS-BUILT CERTIFICATE

I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING NO. _____ SHEET NO. _____ THROUGHOUT THE PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF CONTRACT AND AS SHOWN ON DRAWING NO. _____ AND AS INDICATED IN THE REVISION BLOCK.

DATE: _____ SIGNATURE: _____

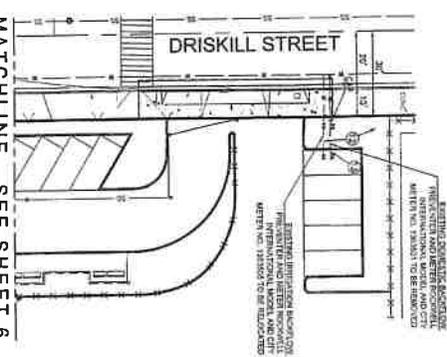
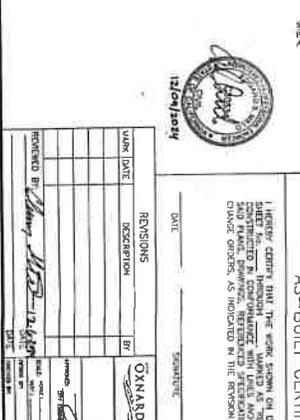
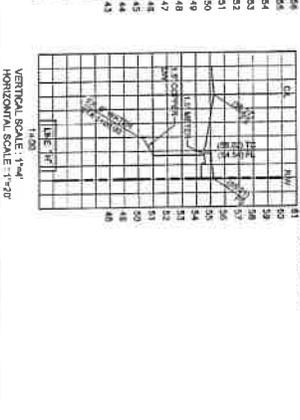
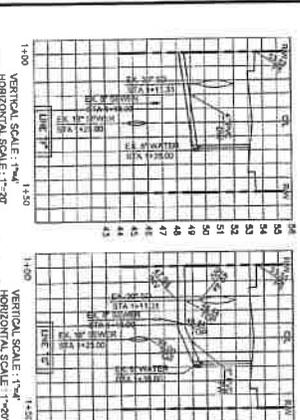
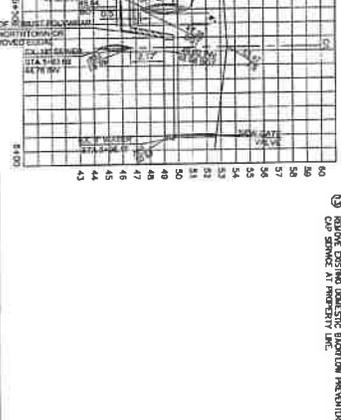
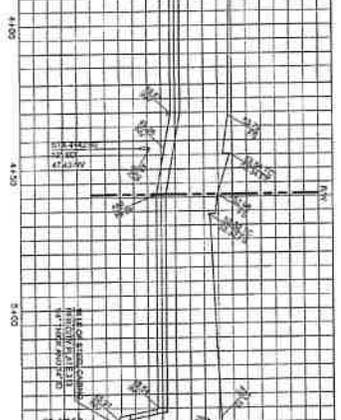
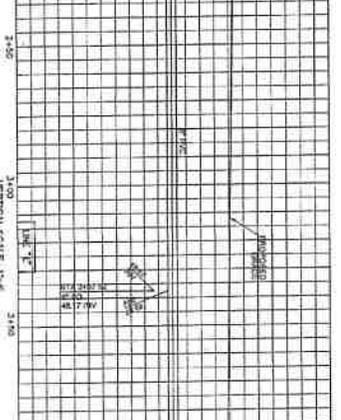
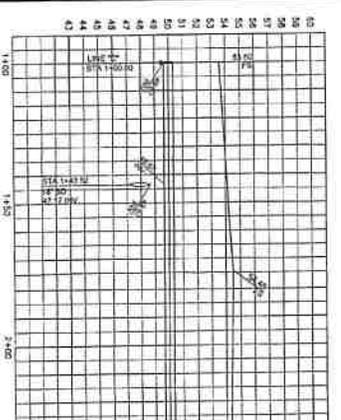
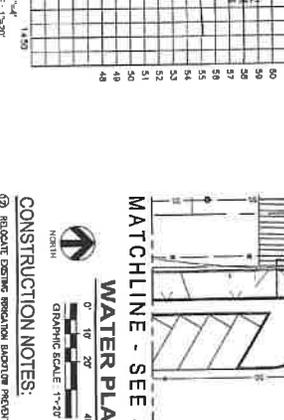
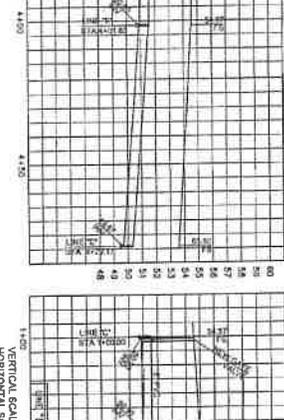
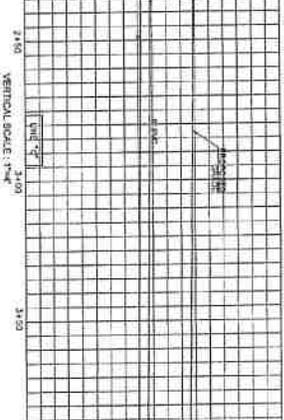
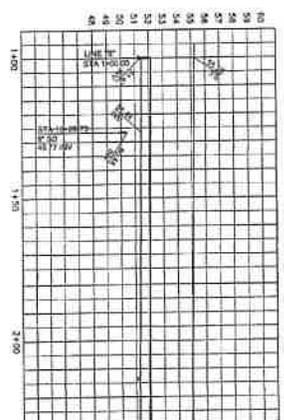
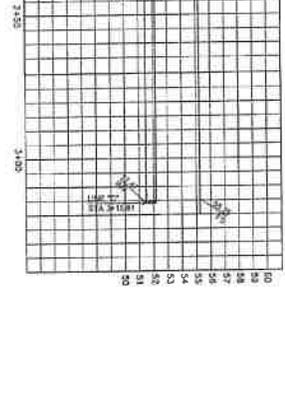
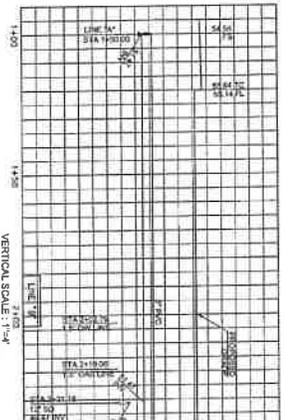
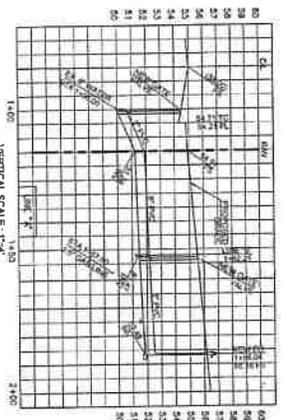
R.C.E. Inc.

REVISIONS

NO.	DATE	DESCRIPTION	BY
1	12/14/24	ISSUE FOR PERMITS	12/14/24

OXNARD ENGINEERING SERVICES CORPORATION
WATER PLAN

DESIGNED BY: [Signature] DATE: 12/14/24
CHECKED BY: [Signature] DATE: 12/14/24
SCALE: AS SHOWN



MATCHLINE - SEE SHEET 6
WATER PLAN

- CONSTRUCTION NOTES:
1. RELOCATE EXISTING EXPOSED WATER MAIN FROM PREVIOUS AND LETTER
 2. RELOCATE EXISTING EXPOSED WATER MAIN FROM PREVIOUS AND LETTER AND
 3. REMOVE EXISTING DOMESTIC WATER MAIN FROM PREVIOUS AND LETTER AND
 4. CAP SERVICE AT PROPERTY LINE.



AS-BUILT CERTIFICATE

I HEREBY CERTIFY THAT THE WORK SHOWN ON DURING THE SHEET IS AS SHOWN ON THE ORIGINAL DRAWING AND THAT THE SAME HAS BEEN RECHECKED AND FOUND TO BE CORRECT AND ACCURATE AND THAT ALL CHANGES AND REVISIONS HAVE BEEN INDICATED BY THE APPROPRIATE SYMBOLS AND NOTED IN THE REVISION BLOCK.

DATE	SIGNATURE	R.C.E. No.
REVISIONS	BY	DESCRIPTION
<p>OXFORD RECONSTRUCTION SERVICES</p> <p>WATER PLAN WATER PROFILE</p> <p>PROJECT NO. 12741985 DATE 12/1/24 SHEET 21 OF 24</p>		
APPROVED BY	DATE	DATE
21-29A		

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	12-19-2024
Permit Number:	DSA# 03-119284	Change Order No.:	9 R3
Project Name:	Rose Ave. K-5 Reconstruction	Change Event No.:	141
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

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	\$	7,500.00
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
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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, bond extensions, insurance.	\$	256,795.00
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CHANGE ORDER REQUEST (COR)

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Permit Number:	DSA# 03-119284	Change Order No.:	9 R3
Project Name:	Rose Ave. K-5 Reconstruction	Change Event No.:	141
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

Huitt-Zollars

Re-staking The Fire Water Lane and revisions at the Parent Drop Off and La Puerta \$ 18,700.00

Inland Building

Site Concrete

Added curb ramps per Sheets 2 & 3 of 9 \$ 32,854.00
 Remove & Replace Slab for Bubbler \$ 14,760.00
 Schedule Extension, labor & Material increases \$ 55,865.00
 Re-Certification of Fire Extinguishers Due to Schedule Extension \$ 1,934.00
 Markup (Labor, Material and Equipment) \$ 12,867.00
 Street Sweeping \$ 10,500.00
 Bond/Insurance \$ 2,576.00
 Remove and replace of curb and gutter of sidewalk at Phase II construction entran \$ 15,000.00

Exterior Play & Gym Equipment

Exterior Play Equipment Material and Labor Cost \$ 20,101.00

JDML Inc.

Increase in Tipping fees for disposing of demolition waste at a landfill or recycling fac \$ 129,775.00
 Asphalt removal for installation of bubbler north of trash enclosure per Offsites \$ 4,400.00
 Approved Plans

Marina

SWPPP Maintenance due to time Extension - Thru December 2025 \$ 183,960.00
 QSP Inspections and Reports - Thru December 2025 \$ 32,900.00

Premierwest Landscape

Material Cost Increase for Landscape \$ 122,609.00
 Material increase for Irrigation Material \$ 32,632.00

RCM Fire Protection

Remobilization \$ 1,526.00
 Labor Cost Increase \$ 3,053.00

Smith MEP

Extended Warranty, Re-startup, & Labor cost Increase \$ 233,262.00

Summer Construction

Re-grading of Fireline & Parking Lot due to Firewater line reconstruction \$ 43,023.24
 Labor Cost Increase \$ 26,742.81

Taft Electric

Direct and Indirect Labor Cost Increase \$ 1,716,687.00

Other:

Ribbon Gutter/Curb Repairs at East parking lot after temp. base removal \$ 5,500.00
 Water Damage to Media Center- Ude Offsite Approvals not having the Utilities Tied- \$ 37,238.00
 Additional Clean-up - Site/Building due to Offsite Changes \$ 20,000.00
 Touch up - Due to Building final connections/ Offsite Approvals \$ 5,000.00
 Punch List Remobilizations \$ 15,000.00

Subtotal A: \$ 3,821,530.05

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	12-19-2024
Permit Number:	DSA# 03-119284	Change Order No.:	9 R3
Project Name:	Rose Ave. K-5 Reconstruction	Change Event No.:	141
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

B. Offsite Approvals Delay for Work to be Completed (Based on November 2024 Schedule Update)			
Subcontractors' Insurances & Bonds	\$	517,983.00	
		Subtotal B:	\$ 517,983.00
C. General Contractor's Cost			
Balfour Beatty General Conditions)	\$	2,496,937.50	
Material (See attached supporting documentation.)		N/A	
Taxes at 9.5% of Material		N/A	
Labor (includes Fringe Benefits)		included above	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)		N/A	
		Subtotal C:	\$ 2,496,937.50
D. General Contractor's Overhead and Profit*			
Overhead & Profit 5% of Subtotal A	\$	191,076.50	
Overhead & Profit 5% of Subtotal B	\$	25,899.15	
Overhead & Profit 10% of Subtotal C	\$	249,693.75	
		Subtotal D:	\$ 466,669.40
E. Bond at 1%			Subtotal E: \$ 75,320.96
F. Builders Risk Insurance at 1%			Subtotal F: \$ 75,320.96
G. General Liability at 1.04%			Subtotal G: \$ 78,333.80
Grand Total = (A + B + C + D + E)			\$ 7,532,096.00
Offsite Improvements Contingency			\$ 150,000.00

Phase I & II

The request could potentially Increase the Milestones and/or Contract Time by **808** calendar days. 2026-03-23

□

Rafael Alamillo, Project Manager - Balfour Beatty		2024-12-19
Print Name & Title (General Contractor)	Signature	Date

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 630 - Facilities	Emailed	Faxed	Mailed	VENDOR # 006237/1	REQUISITIONER Lisa Franz	REQUISITION # R18-02721
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #	

ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	1	EACH	PROVIDE LEASE-LEASEBACK PRE-CONSTRUCTION SERVICES AT ROSE AVENUE SCHOOL PER AGREEMENT #17-158 *APPROVED BY THE BOARD OF TRUSTEES ON 9/20/17 ACCOUNT DISTRIBUTION (050184) 214- 6270- 9010- 0- 0000- 8500- 058- 600- 0058- 0	219,000.00	\$219,000.00
				AMOUNT	
				\$219,000.00	
IMPORTANT INSTRUCTIONS TO VENDOR 1. Itemized INVOICES in Duplicate. 2. Enclose PACKING LIST with ALL shipments. 3. No deviation in PRICE or SUBSTITUTION in kind permitted. 4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice. 5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE. 6. Purchase order number must appear on packing slip. 7. Charges for the purchase in excess of 10% must be verified before delivery.					
				Order Sub-Total	\$219,000.00
				Sales Tax	.00
				Shipping	.00
				Adjustment	.00
				Order Total	\$219,000.00

**** End of Order ****

AUTHORIZED BY:

Lisa A. Franz

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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WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.
- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant

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to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

- E. **Preconstruction Services.** The term “Preconstruction Services” as used in this agreement means to retain a professional construction firm (hereafter “CONTRACTOR”) to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term “Project” shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term “Project Manual” shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term “Site” as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term “Site Lease” as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- J. **Specifications.** The term “Specifications” shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term “Subcontractor” means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

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- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00)**, (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the

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Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss or vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking

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construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

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- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

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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

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replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

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Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

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as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

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be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC
10620 Treena St., Suite 300
San Diego, CA 92131
Attn: Dennis Kuykendall

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

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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 (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

EXHIBIT B

Oxnard School District – Rose Avenue Elementary School Reconstruction

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00), to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA

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review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.
- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy

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of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOB) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.
- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

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- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

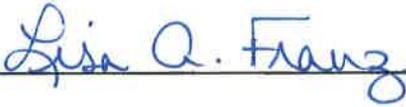
CONTRACTOR

Balfour Beatty Construction, LLC
10620 Treena St., Suite 300
San Diego, CA 92131

By:  _____
Name/Title: Brian Cahill
President, California Division
Date: October 11th, 2017

THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, CA 93030

By:  _____
Name/Title: Lisa A. Franz, Director, Purchasing
Date: 11-7-17

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:

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: August 20, 2025

Agenda Section: Section C: Consent Agenda

Approval of Allowance Allocation #5 from Amendment #002 to Construction Services Agreement #17-158, Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Pifko/Bennett/CFW)

The Board established a Budget for the Rose Avenue Reconstruction Project of \$58.6 Million.

As a part of the Budget, the Board approved Amendment #2 to Agreement #17-158 on February 05, 2025 to establish an allowance 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 extended the Site Lease and Sub Lease Agreements through the completion of the Phase 1 portion of the Project.

The Contractor is seeking approval of draws from Amendment #2 to fund the increased costs associated with labor, material and equipment resulting from City required scope. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval prior to placement on the Agenda. The accompanying document lists all the account draws approved to date for the Contractor Allowance.

The allowance began with a fund balance of Seven Million Five Hundred Thousand and No Cents (\$7,500,000.00). This request totals Two Million Fifty-Two Thousand Two Hundred Sixty-Five Dollars and Zero Cents (\$2,052,265.00) leaving a fund balance of One Million Eight Hundred Eighty-Nine Thousand Four Hundred Fifty-Eight Dollars and Zero Cents (\$1,889,458.00).

FISCAL IMPACT:

\$2,052,265.00 - Enhanced Master Construct Program Funds. There is no increase to the Project Budget.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Business Services, the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Allocation #5 in the amount of \$2,052,265.00.

ADDITIONAL MATERIALS:

- Attached:** [Contractor Allowance Allocation #5 \(3 Pages\)](#)
- [COR 10 - CE 302 \(Media Center Flood Damages\) \(52 Pages\)](#)
- [CDR 207 R1 - CE 365 \(HVAC Warranty\) \(27 Pages\)](#)
- [CDR 210 R1 - CE 365 \(Extended Labor Costs\) \(6 Pages\)](#)
- [CDR 382 - CE 365 \(Storm Drain\) \(5 Pages\)](#)
- [CDR 383 - CE 365 \(Bus Drop Off\) \(12 Pages\)](#)

CDR 384 - CE 365 (SD Lowering) (7 Pages)
CDR 385 - CE 365 (Sidewalk Demo) (7 Pages)
CDR 386 - CE 365 (Asbestos Pipe Removal) (4 Pages)
CDR 387 - CE 365 (Elevator Reinspection) (9 Pages)
CDR 388 - CE 365 (Elevator Maint.) (6 Pages)
CDR 389 - CE 382 (Backflow Pump Modifications) (10 Pages)
CDR 390 - CE 365 (Air-Vac & Trench) (9 Pages)
CDR 392 - CE 386 (Ext GCs -Phase II-250610) (3 Pages)
Amendment #2 (15 Pages)
Agreement #17-158, Balfour Beatty Construction (24 Pages)



CONTRACTOR OFF-SITE AMENDMENT #2 ALLOCATION APPROVAL #5

Date: 08/20/2025

Contractor Amendment #2 Allowance Approval NO.5

PROJECT: Rose Ave. ES K-5 Reconstruction
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-158

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT: IBI/Arcadis
537 South Broadway
Los Angeles CA 90015

CONTRACTOR: Balfour Beatty Construction LLC
13520 Evening Creek Dr. North #270
San Diego CA 92128

Architects Proj. No.: 109990
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-119284

Attn: Dennis Kuykendall

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

ORIGINAL CONTRACTOR ALLOWANCE SUM PER AMENDMENT #2	\$ 7,500,000.00
NET CHANGE - ALL PREVIOUS CONTRACTOR ALLOCATIONS.....	\$ 3,558,277.00
ADJUSTED ALLOWANCE SUM	\$ 3,941,723.00
NET CHANGE – ALLOCATION #5	\$ 2,052,265.00

Total Allocations to Date:\$ 5,610,542.00

ADJUSTED ALLOWANCE SUM THROUGH NO #5\$ 1,889,458.00

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:182 Days

Adjusted Completion Date:March 31, 2026

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 #10 – Repairs to Media Center due to delay in City off site improvements			\$41,113.00	
2.	CDR #207 R1 – Extend HVAC Warranty and restart-up equipment			\$262,875.00	
3.	CDR #210 R1 – Extension of overhead and general conditions due to the City of Oxnard delay in off site approval			\$1,227,519.00	
4.	CDR #382 – On site storm drain investigation related to delay in City Off-Site approvals			\$1,776.00	
5.	CDR #383 – Asphalt patch City sidewalk removal and replacement related to work on the City approved Off-Site plans			\$4,506.00	
6.	CDR #384 – Lower storm drain lines at East parking lot to comply City Off-Site plan requirement			\$7,908.00	
7.	CDR #385 – Remove and replace added city sidewalks required per City Off-Site approvals			\$3,384.00	
8.	CDR #386 – Remove irrigation piping per City Requirements			\$3,055.00	
9.	CDR #387 – Provide additional site elevator inspection due to delay in City approval			\$8,292.00	
10.	CDR #388 – Extend elevator maintenance due to delay in City approval			\$3,310.00	
11.	CDR #389 – Provide revised booster pump and backflow changes to City off site plan approval			\$7,597.00	
12.	CDR #390 – Add air blow off and relocated domestic water per City requirement			\$9,840.00	
13.	CDR #392 – Extended Overhead and General Conditions extending			\$471,090.00	

	Contractor through the end of the project.				
	Total			\$2,052,265.00	

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

Change
Order
Request (COR)

Owner Oxnard School District
 Architect IBI Group
 Contractor Balfour Beatty
 PM CFW, Inc.

CHANGE ORDER REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
 200 East Driskill St.
 Oxnard, CA 93030

Change Order Request #: 010
 Date: 4-8-2025

TO: Oxnard School District
 1051 South A. Street
 Oxnard, CA 93030

The Contract is changed as follows:

<p>Ref. Cost Event 302 - COR 010 - RFI 501.1 Bldg C Media Center - Flash Flood Damages</p> <p>Per conversation with Gerald Schober and Rafael Alamillo on 12/22/23, Balfour Beatty proceeded on T&M with the following work in the Media Center due to the rain events as described in a Balfour Beatty email dated 12/21/23 - refer to email. In addition, Gerald S. reaffirmed to continue on T&M on 1/12/24 - refer to email.</p> <ul style="list-style-type: none"> - Water removal of the affected areas - Removal of drywall and insulation of the affected areas - Drying out of the carpet tile, VCT and walls - Cleaning of carpet in affected areas - Reinstallation of insulation, drywall, and paint of the affected areas - Excludes removal of carpet tile and VCT 	<p>\$ 41,113.00</p>
--	---------------------

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
 Balfour Beatty

ARCHITECT
 IBI Group

PROGRAM MANAGER
 CFW Group, Inc.

KE COMMENDEE

By: *Rafael Alamillo* By: _____ By: *(Signature)*

Date: 2025-04-08 Date: _____ Date: 6/10/25

OWNER - Oxnard School District

By: *(Signature)* Date: 6-12-25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	4-8-2025
Permit Number:	DSA# 03-119284	Change Event No.:	302
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	156500001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 302 - COR 010 - RFI 501.1 Bldg C Media Center - Flash Flood Damages

Per conversation with Gerald Schober and Rafael Alamillo on 12/22/23, Balfour Beatty proceeded on T&M with the following work in the Media Center due to the rain events as described in a Balfour Beatty email dated 12/21/23 - refer to email. In addition, Gerald S. reaffirmed to continue on T&M on 1/12/24 - refer to email.

- Water removal of the affected areas
- Removal of drywall and insulation of the affected areas
- Drying out of the carpet tile, VCT and walls
- Cleaning of carpet in affected areas
- Reinstallation of insulation, drywall, and paint of the affected areas
- Excludes removal of carpet tile and VCT

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)			
	\$	-	
	\$	-	
	\$	-	
		Subtotal A: \$	-
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
American Enviromental Group	\$	1,657.50	
Burns Pacific	\$	2,288.62	
Channel Island Carpet Cleaner	\$	750.00	
Donald M. Hoover	\$	1,738.46	
Premier Drywall	\$	26,173.46	
Water Removal (Labor)	\$	3,000.00	
Water Removal (Material)	\$	2,577.25	
		Subtotal B: \$	38,185.29
C. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
D. General Contractor's Overhead and Profit* * N/A for Contingency Draw Requests			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	\$	1,909.26	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal D: \$	1,909.26
E. Bond at 1.5%		Subtotal E: \$	601.42
F. Insurance		Subtotal F: \$	416.98
Grand Total = (A + B + C + D + E + F)		\$	41,113.00

The request could potentially increase the Milestones and/or Contract Time by (90) calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty
 Print Name & Title (General Contractor)


 Signature

2025-04-08
 Date



Invoice

Date	Invoice #
1/16/2024	124294

TEL (818) 584-2297

Remit Payment to:
AEG HOLDCO LLC
PO BOX 8387
Pasadena, CA 91109-8387

BILL TO		PROJECT	
Balfour Beatty Construction ATTN: Filbert Carbajal 300 East Esplanade Drive Suite 1120 Oxnard, CA 93036		220 S Driskill 220 South Driskill Street Oxnard, CA 93030 United States	

Claim #	P.O./W.O #	AEG #	Adjuster	Referral Source
		WO#-114505		

Description	Date	Quantity	Rate	Amount
Moisture Mapping, Initial Mold Assessment	2024-01-02		0.00	0.00
Professional Moisture Mapping Services Rendered by a Environmental Technician/ IH Technician	2024-01-02	3.5	175.00	612.50
Moisture Mapping Document/ Report Review	2024-01-02	1	175.00	175.00
Moisture Mapping Project Coordination/ Logistics/ Accounting Support	2024-01-02	1	65.00	65.00
Mold/Fungal Sample Analysis 24 HR TAT	2024-01-02	7	115.00	805.00
No Sales Tax (Recurring)			0.00%	0.00

Total	\$1,657.50
--------------	------------

Phone #
818-584-2297

TAX ID
83-3327479

Due Date	Payments/Credits	\$0.00
2/15/2024	Balance Due	\$1,657.50

CHANGE ORDER REQUEST WORKSHEET

COR FOR: Investigation of Flooding into Classroom
LOCATION: Rose Avenue Elementary School

CONTACT: Balfour Beatty Construction, Inc.
13520 Evening Creek Drive, Suite 270
San Diego, CA 92128
ralamillo@balfourbeattyus.com

BID NO: 5769
COR NO: 23
RFI NO:
JOB NO: 21-17
PREVAILING WAGE:
DATE: 12/27/23

Investigation of flooding into classroom. See Attached Report dated 12/27/23

See attached Invoice, Summary and EWT \$ 2,288.62

BURNS PACIFIC CONSTRUCTION, INC.

EXTRA WORK TICKET

DATE: 12/22/23

REPORT NO. 2401

JOB NO. 21-17

LOCATION: Rose Avenue School

COMPANY: BBC

JOB DESCRIPTION:

Called out by BBC to investigate flooding inside the Quad area, specifically building "C" after excessive rain in the Oxnard area. Contech system was filled to capacity and 8" overflow. The system is not complete on the city side. See attached report dated 12/27/23.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
E. Rivera	Foreman	4		
E. Rivera IV	Laborer	4		

Materials / Equipment Rentals /Subcontractors	Ticket#

EQ ID	Equipment	Hrs.
C-17	Crew Truck with Tools	4

BPC Foreman: Ed Rivera

Co. Rep. Signature: _____

BURNS PACIFIC CONSTRUCTION, INC.
EXTRA WORK TICKET

DATE: 12/22/23

REPORT NO. 2402

JOB NO. 21-17

LOCATION: Rose Avenue School

COMPANY: BBC

JOB DESCRIPTION:

Rafael called BPC out to check on Storm Tech System. See Attached Report dated 12/27/23.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
E. Rivera	Foreman	4		
E. Rivera IV	Laborer	4		
E. Solorio (no charge)	Foreman	0		

Materials / Equipment Rentals /Subcontractors	Ticket#

EQ ID	Equipment	Hrs.
C-17	Crew Truck with Tools	4

BPC Foreman: Ed Solorio

Co. Rep. Signature: _____

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.



CHANNEL ISLANDS CARPET CLEANING INC.
 P.O.BOX 50204
 OXNARD, CA 93031 US
 +1 8057973532
 javiercicc@yahoo.com

BILL TO
 ROSE AVE ELEMENTARY
 SCHOOL DISTRICT
 220 S. DRISKILL ST
 OXNARD, CA 93030

INVOICE 52701

DATE 01/05/2024 TERMS Net 15

DUE DATE 01/20/2024

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	EMERGENCY EMERGENCY SERVICE CALL.	1	250.00	250.00
	OTHER MOISTURE MAP AND REPORT	1	200.00	200.00
	CARPET CLEANING CARPET CLEANING	1	250.00	250.00
	ANTI-MICROBIAL APPLY ANTI-MICROBIAL	1	50.00	50.00

UNIT # OR ADDRESS

SUBTOTAL 750.00
 TAX 0.00
 TOTAL 750.00

TOTAL DUE \$750.00

PLEASE TAKE CAUTION WHEN WALKING FROM A WET CARPET TO A HARD SURFACE AREA. VENTILATE AREA THOROUGHLY WITH A FAN OR BY OPENING WINDOWS. WE APPRECIATE YOUR BUSINESS!



10130 Redwood Avenue
Fontana, CA 92335
Tel: (909) 355-0125
Fax: (909) 355-3341

January 31, 2023

Balfour Beatty Construction LLC
220 South Driskill Street
Oxnard, CA 93030
Attn: Rafael Alamillo

RE: Rose Avenue Elementary School Construction – Media Center

Mr. Alamillo,

Based on the damages in the Media Center, there will be additional labor and material costs involved. Additional VCT will now be provided.

Additional Labor:	\$1,300.00
Additional Materials:	\$200.00
O/P:	\$221.25
Bonds:	\$17.21
Total Add for RFI 484:	\$1,738.46

If you have any questions, please do not hesitate to call.

Respectfully yours,
Donald M. Hoover Co.
Race Gentry
President



STATE CONTRACTORS
LICENSE NO. 178283 C-15



Division of Pre Con Industries, Inc
PO Box 5728

Toll Free: 1800.928.6650
Direct: 805.928.3397
Fax: 805.928.0977

License #809679

Change in Plans and Specifications

To: Rafael Alamillo

Company: Balfour Beatty

Fax:

From: Usvaldo Cardenas

Date:

3/28/2024

Project: Rose Avenue K-5 School

Page:

2

CE#61.3	Description Of Work: . T&M #10774 2 guys mask, demo drywall due to water damage in Media Center room and clean up. Updated included cost estimate to patch back and install new drywall and insulation at damaged areas in Media Center rm. Media Center mask floors, install new insulation, install new drywall T&M #124499 2/26/2024. Media Center Tape, 1st, 2nd, 3rd coat T&M #124500 2/27/2024. Media Center finish 3rd coat and skim coat T&M #124501 2/28/2024. Media Center finish sanding level 5 & prime walls T&M #124502 3/1/2024. Media Center Masking & Labor clean up T&M #124515 3/5/2024 1 of guys worked 8reg hrs & 2hrs at time & half. Media Center finish painting and clean up T&M #124512	-
----------------	---	---

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: . T&M #10774 2 guys mask, demo drywall due to water damage in Media Center room and clean up. Updated included cost estimate to patch back and install new drywall and insulation at damaged areas in Media Center rm. Media Center mask floors, install new insulation, install new drywall T&M #124499 2/26/2024. Media Center Tape, 1st, 2nd, 3rd coat T&M #124500 2/27/2024. Media Center finish 3rd coat and skim coat T&M #124501 2/28/2024. Media Center finish sanding level 5 & prime walls T&M

Labor:	\$ 18,343.90
Materials & Equip:	\$ 3,591.47
Overhead/Profit 15%:	\$ 3,290.31

Total Amount: \$ 25,225.67

Please sign and fax back to continue with material order

For which an add of \$ 25,225.67 is made to contract price and an additional (12) work day(s) is added to scope

CHANGE AUTHORIZED BY:

Signed _____

Dated _____

CONFIDENTIAL



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 LICENSE # 809679

Date: 12/26/23
 Job: DXVMP K5
 Job #: 5390 Rose Ave K5
 No. 10774

AUTHORIZATION TO PERFORM EXTRA WORK

Part A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

2 BURS DEMO DRYWALL IN MEDIA CENTER DUE TO
WATER DAMAGE DEMO, MASKING, CLEAN UP

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) Balfour Beatty

ORDER REFERENCE.....

(Address) 220 South Driskill

PART B.

Authorizing Signature: 

MATERIALS: (Description):

4:30 AM - 9:30 AM REG 5 HRS X 2
1:00 PM - 5:00 PM TIME & HALF 4 HRS X 2
5:00 PM - 9:00 PM DOUBLE TIME 4 HRS X 2
3-ROLLS PAM BOARD 4-ROLLS MASKING TAPE
4-ROLLS DUCT TAPE

Time is verified, cost is not implied

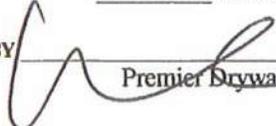
LABOR:

_____ Hrs. Foreman 26 Hrs. Drywall Carpenter _____ Hrs. Laborers
 _____ Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC welder
 _____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift
1 ^{DAY} Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY

 Premier Drywall

Part A of this form must be completed **BEFORE** work is done.



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 License #809679

Date: Feb. 26-24
 Job: BALFOUR BEATTY
 Job #: 5390
 N° 124499

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

Mask of floors @ MEDIA CENTER INSTALL
UNFACED ISULATION, HANG DRYWALL

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) BALFOUR BEATTY

ORDER REFERENCE.....

(Address) _____

Authorizing Signature: [Signature] 2/27/24

PART B.

MATERIALS: (Description)

12 SHEETS OF 4X12 5/8
DRYWALL, 3 BAGS OF
R13 UNFACED ISULATION
1 BOX OF ALL PURPOSE

LABOR:

_____ Hrs. Foreman 24 Hrs. Drywall Carpenter _____ Hrs. Laborers
 _____ Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC Welder
 _____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift
8 Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY: [Signature]
 Premier Drywall



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 License #809679

Date: Feb - 27 - 24
 Job: BALFOUR BEATTY
 Job #: 5390
Nº 124500

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

Tape, 1st COAT, 2nd COAT and 3rd COAT
@ MEDIA CENTER

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

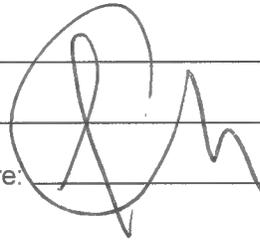
AUTHORIZED BY

(Name of Co.) BALFOUR BEATTY

ORDER REFERENCE.....

(Address) _____

PART B.

Authorizing Signature:  2/21/24

MATERIALS: (Description)

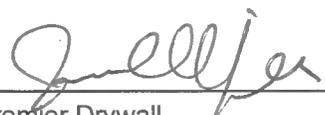
6 BAGS OF 40 MIN SMOOTH _____
SET 1 BAG OF 20 MIN _____
SMOOTH SET _____

LABOR:

_____ Hrs. Foreman _____ Hrs. Drywall Carpenter _____ Hrs. Laborers
16 Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC Welder
 _____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift
8 Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY: 
 Premier Drywall



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 License #809679

Date: Feb - 28 - 24
 Job: BALFOUR BEATTY
 Job #: 5390
 No 124501

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

Finish 3RD COAT AND SKIM COAT @
MEDIA CENTER

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

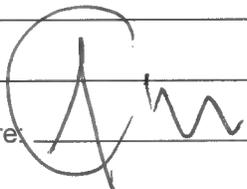
AUTHORIZED BY

(Name of Co.) BALFOUR BEATTY

ORDER REFERENCE.....

(Address) _____

PART B.

Authorizing Signature  3/1/24

MATERIALS: (Description)

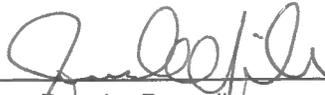
5 BOXES OF Green DOT _____
Topping 1 Gallon OF _____
Miracle mix ~~one~~ 2 _____
Roll OF MESH TAPE _____

LABOR:

_____ Hrs. Foreman _____ Hrs. Drywall Carpenter _____ Hrs. Laborers
 _____ 16 Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC Welder
 _____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift
8 Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY: 
 Premier Drywall



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 License #809679

Date: Mar - 1 - 24
 Job: BALFOUR BEATTY
 Job #: 5390
 N^o 124502

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

FINISH SANDING LEVEL 5 @ MEDIA CENTER
AND PRIME WALLS 3 GUYS

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) BALFOUR BEATTY

ORDER REFERENCE.....

(Address) _____

PART B.

Authorizing Signature: [Signature] 3/1/24

MATERIALS: (Description)

4-150 Grid RADIUS SAND
PAPER 4 sanding
Block's

LABOR:

_____ Hrs. Foreman _____ Hrs. Drywall Carpenter _____ Hrs. Laborers
24 Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC Welder
 _____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift
8 Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY: Juan A Ojeda
 Premier Drywall



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 License #809679

Date: MAR-24-24
 Job: BALFOUR BEATTY
 Job #: 5390
 N^o 124515

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

MASK AND LABOR

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) BALFOUR BEATTY

ORDER REFERENCE.....

(Address) _____

Authorizing Signature: [Signature]

PART B.

MATERIALS: (Description)

LABOR:

_____ Hrs. Foreman 10 Hrs. Drywall Carpenter 16 Hrs. Laborers
 _____ Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC Welder
 _____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift
8 Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY: Juan A Ojeda
 Premier Drywall



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 License #809679

Date: MAR-26-24
 Job: BALFOUR BEATTY
 Job #: 5390
 N° 124512

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

FINISH PAINTING AND CLEAN-UP @
MEDIA CENTER 3 GUYS
PER BALFOUR BEATTY REQUEST

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) BALFOUR BEATTY

ORDER REFERENCE.....

(Address) _____

Authorizing Signature: [Signature]

PART B.

MATERIALS: (Description)

[Signature]

LABOR:

_____ Hrs. Foreman _____ Hrs. Drywall Carpenter 38 Hrs. Laborers
20 Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC Welder
 _____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift
10 Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY: Juan A Ojeda
 Premier Drywall



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 License #809679

Date: MAR-~~2~~¹⁵-24
 Job: BALFOUR BEATTY
 Job #: 5390
 No 124514

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

MASK AND PRED, 2 COATS OF
WHITE COLOR PAINTER

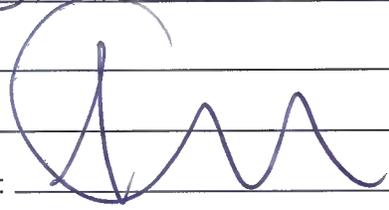
TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) BALFOUR BEATTY

ORDER REFERENCE.....

(Address) _____

Authorizing Signature: 

PART B.

MATERIALS: (Description)

12 ROLLS OF BLUE _____
TAPE AND 1 _____
ROLLS OF PAINTER _____
PLASTIC 12' _____

LABOR:

_____ Hrs. Foreman _____ Hrs. Drywall Carpenter _____ Hrs. Laborers
10 Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC Welder
 _____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift
10 Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY: Juan A Ojeda
 Premier Drywall



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 LICENSE # 809679

Date: 3/21/24
 Job: OXNARD KS
 Job #: 5396
 No. 12233

AUTHORIZATION TO PERFORM EXTRA WORK

Part A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

MEDIA CENTER MASK AREAS, REPAIR DOORS & FRAMES

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) BALFOUR BEATTY

ORDER REFERENCE.....

(Address) _____

PART B.

Authorizing Signature: X

MATERIALS: (Description):

3 ROLLS 2" MASKING TAPE

2 ROLLS 12" MASKING PAPER

LABOR:

_____ Hrs. Foreman _____ Hrs. Drywall Carpenter _____ Hrs. Laborers

8 Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC welder

_____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift

_____ Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY:

[Signature]
 Premier Drywall

Part A of this form must be completed **BEFORE** work is done.



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 LICENSE # 809679

Date: 3/22/24
 Job: OXWARD HS
 Job #: 5390

No. 12232

AUTHORIZATION TO PERFORM EXTRA WORK

Part A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

GENERAL CLEAN UP - ROOMS MEDIA CENTER VACUUM,
CLEAN WINDOWS, CLEAN FRAMING, MOP FLOOR

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) BALFOUR BEATTY

ORDER REFERENCE.....

(Address) _____

PART B.

Authorizing Signature: X

MATERIALS: (Description):

LABOR:

_____ Hrs. Foreman _____ Hrs. Drywall Carpenter _____ Hrs. Laborers

8 Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC welder

_____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift

_____ Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY:

[Signature]
 Premier Drywall

Part A of this form must be completed **BEFORE** work is done.



Division of Pre Con Industries, Inc
PO Box 5728

Toll Free: 1800.928.6650
Direct: 805.928.3397
Fax: 805.928.0977

License #809679

Change in Plans and Specifications

To: Rafael Alamillo

Company: Balfour Beatty

Fax:

From: Usvaldo Cardenas

Date:

11/20/2024

Project: Rose Avenue K-5 School

Page:

2

CE#67

Description Of Work: . Media Center Flood Damage CE #302 - T&M #124594
Media Center rm paint and clean up throught out 11-5-24. per email and direction by Balfour Beatty. -

THE UNDERSIGNED HEREBY AUTHORIZES, Premier Drywall to make the following changes from work as originally set forth in the plans and specifications for the construction contract:

Description Of Work: . Media Center Flood Damage CE #302 - T&M #124594 Media Center rm paint and clean up throught out 11-5-24. per email and direction by Balfour Beatty.

Labor:	\$	661.04
Materials & Equip:	\$	163.13
Overhead/Profit 15%:	\$	123.62

Total Amount: \$ 947.79

Please sign and fax back to continue with material order

For which an add of \$ **947.79** is made to contract price and an additional (6) work day(s) is added to scope.

CHANGE AUTHORIZED BY:

Signed _____

Dated _____

CONFIDENTIAL



P.O. Box 5728
 Santa Maria, CA 93456-5728
 Telephone: (805) 928-3397
 Fax: (805) 928-0977
 License #809679

Date: NOV-5-2024
 Job: Balfour Beatty
Rose Ave ES Reconstruction
 Job #: 5390
Nº 124594

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

Mediq Center Room - paint - and clean-up Through-out

Paint media Center rm wall

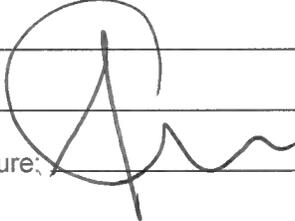
TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

(Name of Co.) Balfour Beatty

ORDER REFERENCE.....

(Address) _____

Authorizing Signature:  11/6/24

PART B.

MATERIALS: (Description)

_____	_____
_____	_____
_____	_____
_____	_____

LABOR:

_____ Hrs. Foreman _____ Hrs. Drywall Carpenter _____ Hrs. Laborers
 _____ 8 Hrs. Drywall Taper

EQUIPMENT:

_____ Hrs. Zoom Boom _____ Hrs. Laser _____ Hrs. Mig/ARC Welder
 _____ Hrs. Fork Lift _____ Hrs. Saw _____ Hrs. Scissor Lift
 _____ Hrs. Truck _____ No. Blades _____ Hrs. Misc. Equipment

COMPLETED BY: Jorge Contreras
 Premier Drywall

Carbajal, Filbert

From: Gerald Schober <gschober@cfwinc.com>
Sent: Friday, January 12, 2024 14:01
To: Alamillo, Rafael
Cc: Kuykendall, Dennis; Garcia, Alex; Hurtado Vazquez, Ivan; Carbajal, Filbert; Miller, Dana; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; Kay, Emily; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; Mitchell, Valerie J; Miller, Dana; Ricky Leon; Scott Burkett; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: RE: Rose Avenue Project - Rain Even & Flash Flooding - Media Center CE#302

No contradiction. Continue to keep track of the time and effort. That's what I said then and am saying now.



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: Alamillo, Rafael <RALamillo@Balfourbeattyus.com>
Sent: Friday, January 12, 2024 1:51 PM
To: Gerald Schober <gschober@cfwinc.com>
Cc: Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Hurtado Vazquez, Ivan <IHVazquez@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Miller, Dana <dmiller@oxnardsd.org>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; Kay, Emily <EKay@Balfourbeattyus.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; Mitchell, Valerie J <vmitchell@oxnardsd.org>; Miller, Dana <dmiller@oxnardsd.org>; Ricky Leon <rleon@oxnardsd.org>; Scott Burkett <sburkett@cfwinc.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: RE: Rose Avenue Project - Rain Even & Flash Flooding - Media Center CE#302

Gerald,

Per our conversation over the Phone on Friday afternoon on December 22, 2023 when you were in Montana you indicated to proceed with the removal of the drywall and would confirm in a response to my email to move forward on T&M. BBC then Directed Premier to remove the drywall and insulation to ensure there was no moisture left in the walls. Your comment(s) are very disappointing because it contradicts the conversation we had, Balfour Beatty did this in the best interest of the School District to ensure there was no future issues with moisture. See email sent to you on the December 22, 2023 with no response.

"12/22/23

Gerald,

Per our conversation here is the update with the water intrusion at the Media Center form yesterday's event.

1. Channel Island Carpet Cleaning came out this morning to extract the water from the carpet in two of the three offices and along the hallway. They also tested all of the walls with a moisture meter and identified the limits where the water reached on the drywall in all of the rooms on the North & East side and along the hallway.
2. We have scheduled Premier Drywall to remove the wet drywall and insulation starting tomorrow December 23, 2023.
3. The fans will continue on until next week and we will re-test the areas to ensure all of the moisture has been dried out before re-installing the drywall.

Please confirm per our conversation this afternoon we are move forward on T&M.

We appreciate you working with us on this unfortunate event and will continue to give you updates.

Here is a link of the most recent pictures of the affected areas.

231222 -Pic

Password: oneuumS7

<https://bbcus.egnyte.com/fl/FwION8iPQE>

Thank you and enjoy your vacation!"

BBC will not move forward with any of the repairs until the District gives authorization to proceed with the repairs.

Respectfully,

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: Gerald Schober <gschober@cfwinc.com>

Sent: Friday, January 12, 2024 10:30 AM

To: Alamillo, Rafael <RALamillo@Balfourbeattyus.com>

Cc: Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Hurtado Vazquez, Ivan <IHVazquez@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Miller, Dana <dmiller@oxnardsd.org>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; Kay, Emily <EKay@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com

Subject: RE: Rose Avenue Project - Rain Even & Flash Flooding - Media Center CE#302

External Email

Rafael:

The removals were done of your own volition. It would be prudent to keep track of your time during re-installation.



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: Alamillo, Rafael <RALamillo@Balfourbeattyus.com>
Sent: Friday, January 12, 2024 9:32 AM
To: Gerald Schober <gschober@cfwinc.com>
Cc: Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Hurtado Vazquez, Ivan <IHVazquez@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Miller, Dana <dmiller@oxnardsd.org>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; Kay, Emily <EKay@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: RE: Rose Avenue Project - Rain Even & Flash Flooding - Media Center CE#302

Gerald,

We received clearance to re-install the insulation, drywall, and paint in the Media Center due to the Rain Even on 12/21/23, would please give us direction to proceed on T&M. We would like to get this scheduled as soon as possible.

Thank you,

Rafael Alamillo

Senior Project Manager | Balfour Beatty
O: 805.9831558 | C: 805.2087462
E: ralamillo@balfourbeattyus.com | www.balfourbeattyus.com
300 E Esplanade Drive, Suite #1120, Oxnard, CA 93036

Balfour Beatty



From: Alamillo, Rafael
Sent: Monday, January 8, 2024 1:58 PM
To: Gerald Schober <gschober@cfwinc.com>
Cc: Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Hurtado Vazquez, Ivan <IHVazquez@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Miller, Dana <dmiller@oxnardsd.org>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; Kara, Emil <EKara@Balfourbeattyus.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com

reconstruction@procoretech.com

Subject: RE: Rose Avenue Project - Rain Even & Flash Flooding - Media Center CE#302

Gerald,

As a follow up to the Rain Event on 12/21/23. All of the drywall and insulation were removed and tested for moisture and mold by AEG(attached Report, and the results came back clean for mold and moisture. BBC is ready to have the insulation, drywall, and paint as early as of this week. Tim will be back tomorrow the 9th and can sign the tickets, please authorize to proceed on T&M.

Thank you,

Rafael Alamillo

Senior Project Manager | Balfour Beatty

O: 805.9831558 | C: 805.2087462

E: ralamillo@balfourbeattyus.com | www.balfourbeattyus.com

300 E Esplanade Drive, Suite #1120, Oxnard, CA 93036

Balfour Beatty



From: Alamillo, Rafael

Sent: Friday, December 22, 2023 4:56 PM

To: Gerald Schober <gschober@cfwinc.com>

Cc: Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Hurtado Vazquez, Ivan <IHVazquez@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Clifton, Tiger <TClifton@Balfourbeattyus.com>; Miller, Dana <dmiller@oxnardsd.org>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com

Subject: FW: Rose Avenue Project - Rain Even & Flash Flooding - Media Center

Gerald,

Per our conversation here is the update with the water intrusion at the Media Center from yesterday's event.

1. Channel Island Carpet Cleaning came out this morning to extract the water from the carpet in two of the three offices and along the hallway. They also tested all of the walls with a moisture meter and identified the limits where the water reached on the drywall in all of the rooms on the North & East side and along the hallway.
2. We have scheduled Premier Drywall to remove the wet drywall and insulation starting tomorrow December 23, 2023.
3. The fans will continue on until next week and we will re-test the areas to ensure all of the moisture has been dried out before re-installing the drywall.

Please confirm per our conversation this afternoon we are moving forward on T&M.

We appreciate you working with us on this unfortunate event and will continue to give you updates.

Here is a link of the most recent pictures of the affected areas.

231222 -Pic

Password: oneuumS7

<https://bbcus.egnyte.com/fl/FwION8iPQE>

Thank you and enjoy your vacation!

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



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From: Alamillo, Rafael

Sent: Thursday, December 21, 2023 3:20 PM

To: Gerald Schober <gschober@cfwinc.com>

Cc: Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Hurtado Vazquez, Ivan <IHVazquez@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Miller, Dana <dmiller@oxnardsd.org>; Timmothy (Tim) Hoyt <timhoyt5@yahoo.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com

Subject: Rose Avenue Project - Rain Even & Flash Flooding

Gerald,

As a follow up to our conversation today, early this morning there some heavy rains and have flooded various areas of the project site, including water getting in the Media Center at Building C-North. The North side of the Media Center only has one 12X12 catch basin and was not enough to drain the down pour. Also the run-off from the existing School drains onto this site aiding to the flooded areas on the North side at the Fire Lane Road. In addition, the StormTech System was confirmed By Burns Pacific this morning that it's currently full and the water cannot go anywhere until it's tied to the City of Oxnard's Storm Drain System or dumps off to the New Catch Basin which is not connected pending a CE approval. I have attached a site diagram of all the flooded areas including inside the Media Center in blue that has occurred today. This morning BBC bought 3 - 36" fans to air out the Media Center and have removed the floor base to dry out any drywall that got wet. The three rooms on the Eastside and the three rooms on the Northside were flooded with water including the Hallway(see Diagram attached). We have also contacted a Carper Company remove the water off the carpet in the three offices as well. I have assigned CE#302 to track all of the costs associated with this

remediation and will keep you posted on further work that may be required in order to have everything dried out. As of 3:00 PM today the rain continues to come down hard and is projected until 3 PM tomorrow. We have installed sand bags around the door on the North side of the Media Center to keep further water from coming in.

Last, yesterday Heather D/Anna Nichols from the City of Oxnard Wastewater Division came by to ensure that all of the BMP's were in place for the entire project site and reviewed with our Assistant Superintendent Tiger Clifton. She was please that everything was in conformance with the SWPPP Plan, I have attached the Storm Water Inspection Checklist for reference.

Here is the Link of all the pictures of the areas flooded today 12/21/23.

231221-Pics

Password: KuMAVLWM

<https://bbcus.egnyte.com/fl/RyfDH3uZlq>

Let me know if you have any questions.

Thank you,

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



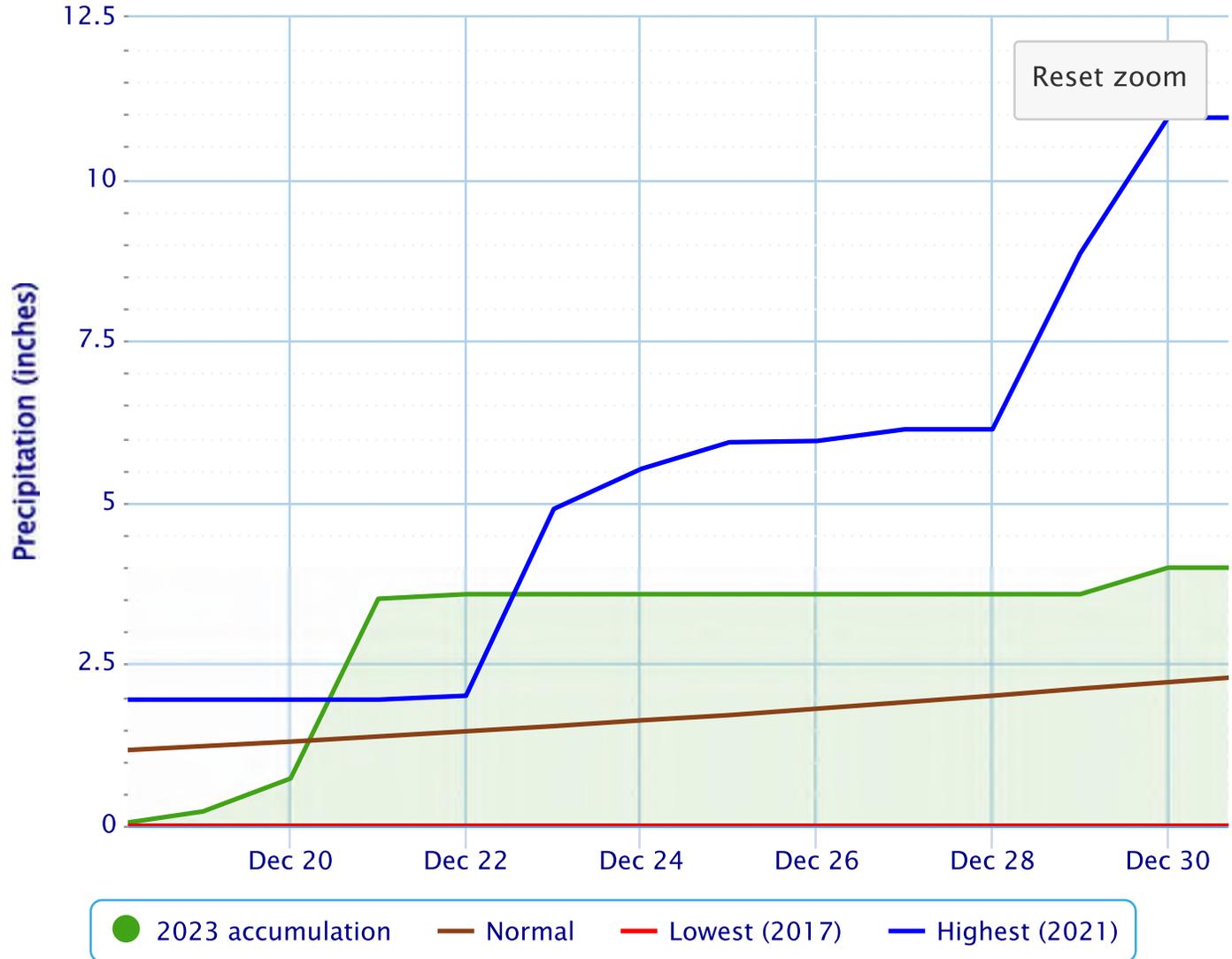
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Accumulated Precipitation – Oxnard Area, CA (ThreadEx)



Click and drag to zoom to a shorter time interval; green/black diamonds represent subsequent/missing values



Reset zoom

Powered by ACIS

Note regarding subsequent/missing values





EXIT

911











Alamillo, Rafael

From: Alamillo, Rafael
Sent: Friday, January 12, 2024 2:18 PM
To: Gerald Schober
Cc: Kuykendall, Dennis; Garcia, Alex; Hurtado Vazquez, Ivan; Carbajal, Filbert; Miller, Dana; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; Kay, Emily; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; Mitchell, Valerie J; Miller, Dana; Ricky Leon; Scott Burkett; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: RE: Rose Avenue Project - Rain Even & Flash Flooding - Media Center CE#302

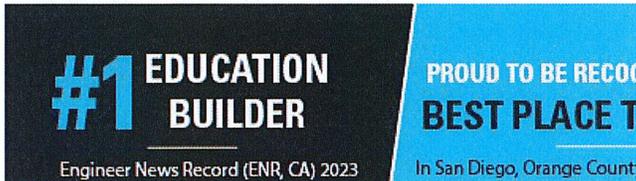
Thank you Gerald!

We will move forward with the repairs based on your response and will continue to track it on T&M, then will submit the CDR.

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: Gerald Schober <gschober@cfwinc.com>
Sent: Friday, January 12, 2024 2:01 PM
To: Alamillo, Rafael <RALamillo@Balfourbeattyus.com>
Cc: Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Hurtado Vazquez, Ivan <IHVazquez@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Miller, Dana <dmiller@oxnardsd.org>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; Kay, Emily <EKay@Balfourbeattyus.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; Mitchell, Valerie J <vmitchell@oxnardsd.org>; Miller, Dana <dmiller@oxnardsd.org>; Ricky Leon <rleon@oxnardsd.org>; Scott Burkett <sburkett@cfwinc.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: RE: Rose Avenue Project - Rain Even & Flash Flooding - Media Center CE#302

No contradiction. Continue to keep track of the time and effort. That's what I said then and am saying now.



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: Alamillo, Rafael <RALamillo@Balfourbeattyus.com>

Sent: Friday, January 12, 2024 1:51 PM

To: Gerald Schober <gschober@cfwinc.com>

Cc: Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Hurtado Vazquez, Ivan <IHVazquez@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Miller, Dana <dmiller@oxnardsd.org>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; Kay, Emily <EKay@Balfourbeattyus.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; Mitchell, Valerie J <vmitchell@oxnardsd.org>; Miller, Dana <dmiller@oxnardsd.org>; Ricky Leon <rleon@oxnardsd.org>; Scott Burkett <sburkett@cfwinc.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com

Subject: RE: Rose Avenue Project - Rain Even & Flash Flooding - Media Center CE#302

Gerald,

Per our conversation over the Phone on Friday afternoon on December 22, 2023 when you were in Montana you indicated to proceed with the removal of the drywall and would confirm in a response to my email to move forward on T&M. BBC then Directed Premier to remove the drywall and insulation to ensure there was no moisture left in the walls. Your comment(s) are very disappointing because it contradicts the conversation we had, Balfour Beatty did this in the best interest of the School District to ensure there was no future issues with moisture. See email sent to you on the December 22, 2023 with no response.

"12/22/23

Gerald,

Per our conversation here is the update with the water intrusion at the Media Center form yesterday's event.

1. Channel Island Carpet Cleaning came out this morning to extracted the water from the carpet in two of the three offices and along the hallway. They also tested all of the walls with a moisture meter and identified the limits where the water reached on the drywall in all of the rooms on the North & East side and along the hallway.
2. We have scheduled Premier Drywall to remove the wet drywall and insulation starting tomorrow December 23, 2023.
3. The fans will continue on until next week and we will re-test the areas to ensure all of the moisture has been dried out before re-installing the drywall.

Please confirm per our conversation this afternoon we are move forward on T&M.

We aprricate you working with us on this unfortunate event and will continue to give you updates.

Here is a link of the most recent pictures of the affected areas.

231222 -Pic

Password: oneuumS7

<https://bbcus.egnyte.com/fl/Fw|ON8iPQE>

Thank you and enjoy your vacation!"

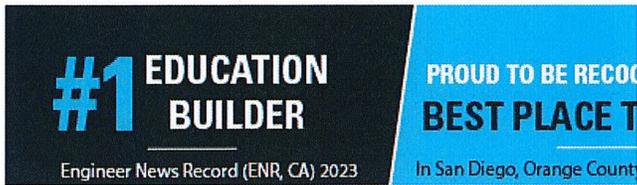
BBC will not move forward with any of the repairs until the District gives authorization to proceed with the repairs.

Respectfully,

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: Gerald Schober <gschober@cfwinc.com>
Sent: Friday, January 12, 2024 10:30 AM
To: Alamillo, Rafael <RALamillo@Balfourbeattyus.com>
Cc: Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Hurtado Vazquez, Ivan <IHVazquez@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Miller, Dana <dmiller@oxnardsd.org>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; Kay, Emily <EKay@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: RE: Rose Avenue Project - Rain Even & Flash Flooding - Media Center CE#302

External Email

Rafael:

The removals were done of your own volition. It would be prudent to keep track of your time during re-installation.



Gerald Schober
Vice President, Implementation Services
Caldwell Flores Winters, Inc.
521 N. 1st Avenue, Arcadia, CA 91006
Office: (626) 829-8300
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gschober@cfwinc.com
www.cfwinc.com

From: Alamillo, Rafael <RALamillo@Balfourbeattyus.com>
Sent: Friday, January 12, 2024 9:32 AM
To: Gerald Schober <gschober@cfwinc.com>
Cc: Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Hurtado Vazquez, Ivan <IHVazquez@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Miller, Dana <dmiller@oxnardsd.org>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; 15650000 Rose K5 Reconstruction

<15650000RoseK5Recon@Balfourbeattyus.com>; Kay, Emily <EKay@Balfourbeattyus.com>; [com-inbound-rose-ave-
elem-school-reconstruction@procoretech.com](mailto:com-inbound-rose-ave-
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<15650000RoseK5Recon@Balfourbeattyus.com>; [com-inbound-rose-ave-
elem-school-reconstruction@procoretech.com](mailto:com-inbound-rose-ave-
elem-school-reconstruction@procoretech.com)
Subject: RE: Rose Avenue Project - Rain Even & Flash Flooding - Media Center CE#302

Gerald,

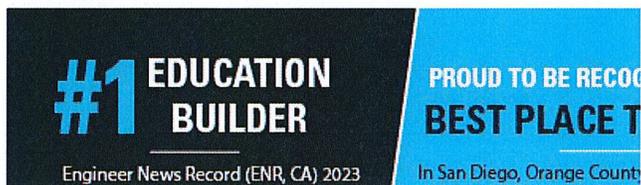
We received clearance to re-install the insulation, drywall, and paint in the Media Center due to the Rain Even on 12/21/23, would please give us direction to proceed on T&M. We would like to get this scheduled as soon as possible.

Thank you,

Rafael Alamillo

Senior Project Manager | Balfour Beatty
O: 805.9831558 | C: 805.2087462
E: ralamillo@balfourbeattyus.com | www.balfourbeattyus.com
300 E Esplanade Drive, Suite #1120, Oxnard, CA 93036

Balfour Beatty



From: Alamillo, Rafael
Sent: Monday, January 8, 2024 1:58 PM
To: Gerald Schober <gschober@cfwinc.com>
Cc: Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Hurtado Vazquez, Ivan <HVazquez@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Miller, Dana <dmiller@oxnardsd.org>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; [com-inbound-rose-ave-
elem-school-reconstruction@procoretech.com](mailto:com-inbound-rose-ave-
elem-school-reconstruction@procoretech.com); Kara, Emil <EKara@Balfourbeattyus.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; [com-inbound-rose-ave-
elem-school-reconstruction@procoretech.com](mailto:com-inbound-rose-ave-
elem-school-reconstruction@procoretech.com)
Subject: RE: Rose Avenue Project - Rain Even & Flash Flooding - Media Center CE#302

Gerald,

As a follow up to the Rain Event on 12/21/23. All of the drywall and insulation were removed and tested for moisture and mold by AEG(attached Report, and the results came back clean for mold and moisture. BBC is ready to have the insulation, drywall, and paint as early as of this week. Tim will be back tomorrow the 9th and can sign the tickets, please authorize to proceed on T&M.

Thank you,

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

Alamillo, Rafael

From: Alamillo, Rafael
Sent: Monday, January 8, 2024 1:58 PM
To: Gerald Schober
Cc: Kuykendall, Dennis; Garcia, Alex; Hurtado Vazquez, Ivan; Carbajal, Filbert; Miller, Dana; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com; Kara, Emil; 15650000 Rose K5 Reconstruction; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: RE: Rose Avenue Project - Rain Even & Flash Flooding - Media Center CE#302
Attachments: AEG 114505 220 South Driskill Street - Limited Initial Mold & Moisture Assessment Report.pdf

Gerald,

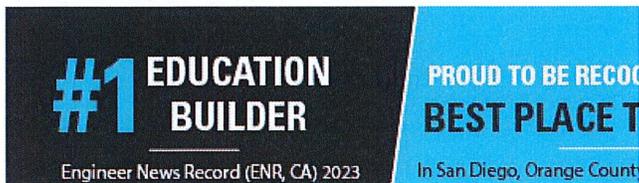
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Thank you,

Rafael Alamillo

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300 E Esplanade Drive, Suite #1120, Oxnard, CA 93036

Balfour Beatty



From: Alamillo, Rafael
Sent: Friday, December 22, 2023 4:56 PM
To: Gerald Schober <gschober@cfwinc.com>
Cc: Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Hurtado Vazquez, Ivan <IHVazquez@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Clifton, Tiger <TClifton@Balfourbeattyus.com>; Miller, Dana <dmiller@oxnardsd.org>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: FW: Rose Avenue Project - Rain Even & Flash Flooding - Media Center

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1. Channel Island Carpet Cleaning came out this morning to extracted the water from the carpet in two of the three offices and along the hallway. They also tested all of the walls with a moisture meter and identified the

limits where the water reached on the drywall in all of the rooms on the North & East side and along the hallway.

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We apricate you working with us on this unfortunate event and will continue to give you updates.

Here is a link of the most recent pictures of the affected areas.

231222 -Pic

Password: oneuumS7

<https://bbcus.egnyte.com/fl/FwION8iPQE>

Thank you and enjoy your vacation!

Rafael Alamillo

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Balfour Beatty



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From: Alamillo, Rafael

Sent: Thursday, December 21, 2023 3:20 PM

To: Gerald Schober <gschober@cfwinc.com>

Cc: Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Hurtado Vazquez, Ivan <IHVazquez@Balfourbeattyus.com>; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Miller, Dana <dmiller@oxnardsd.org>; Timmothy (Tim) Hoyt <timhoyt5@yahoo.com>; 15650000 Rose K5 Reconstruction <15650000RoseK5Recon@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com

Subject: Rose Avenue Project - Rain Even & Flash Flooding

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Last, yesterday Heather D/Anna Nichols from the City of Oxnard Wastewater Division came by to ensure that all of the BMP's were in place for the entire project site and reviewed with our Assistant Superintendent Tiger Clifton. She was please that everything was in conformance with the SWPPP Plan, I have attached the Storm Water Inspection Checklist for reference.

Here is the Link of all the pictures of the areas flooded today 12/21/23.

231221-Pics

Password: KuMAVLWM

<https://bbcus.egnyte.com/fl/RyfdH3uZlq>

Let me know if you have any questions.

Thank you,

Rafael Alamillo

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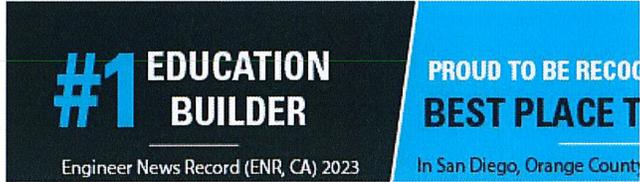
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Thank you and enjoy your vacation!

Rafael Alamillo

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231221-Pics

Password: KuMAVLWM

<https://bbcus.egnyte.com/fl/RyfDH3uZlq>

Let me know if you have any questions.

Thank you,

Rafael Alamillo

Senior Project Manager | Balfour Beatty

O: 805.9831558 | C: 805.2087462

E: ralamillo@balfourbeattyus.com | www.balfourbeattyus.com

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STORM WATER INSPECTION CARD FOR CONSTRUCTION ACT



Heather D'Anna Nichols

Sr. Wastewater Environmental Specialist

Project Name: Rose Ave School

Project Location: 220 Driskill St, Oxnard, 93030

Grading Permit #:

Contact Person: Tiger Clifton

Public Works Department
Wastewater Division
6001 Perkins Road
Oxnard, California 93033

Office (805) 385-3961
Cell (805) 754-5887
Fax (805) 385-3965
heather.d'anna@oxnard.org
www.oxnard.org

Project No.: Rose Ave Quantity of Rainfall $\frac{1}{2}$ " Date/Time: 12-20-23

INSPECTION TYPE: Season: Wet Dry Routine Follow-Up Pre-storm During-storm post-storm Final

CONSTRUCTION PHASE: Grading & Land Dev Streets & Utilities Vertical Construction Final Landscaping

CONSTRUCTION REQUIREMENTS:

Is SWPPP/SWPCP on site: Yes No Is Notice of Intent WDID on site: Yes No WDID #: _____

RISK DETERMINATION: Sediment and Receiving Water Risk Level: One Two Three

DEWATERING ACTIVITIES: Has a NPDES Permit been filed: Yes No If yes, is the Permit on site Yes No

YES	NO	N/A		INSPECTION CRITERIA
<input checked="" type="checkbox"/>			1.	SITE PLAN: Does the site plan reflect the project site's condition(s)?
<input checked="" type="checkbox"/>			2.	SLOPE EROSION MANAGEMENT: Are slope erosion management BMP's in place per the SWPCP/SWPPP
<input checked="" type="checkbox"/>			3.	SEDIMENT TRAPPING: Are all sandbags, straw bales, and/or silt fences in place and are they functioning properly?
		<input checked="" type="checkbox"/>	4.	SEDIMENT BASINS: If desilting or sediment basins are being used, are they functioning properly?
<input checked="" type="checkbox"/>			5.	SEDIMENT MANAGEMENT AT DRAINAGE DISCHARGE POINTS: Are the drainage discharge points reasonably free of any significant erosion or sediment transport?
<input checked="" type="checkbox"/>			6.	SITE SEDIMENT MANAGEMENT: Is sediment, debris, or mud contained within the site?
<input checked="" type="checkbox"/>			7.	PUBLIC ROAD SEDIMENT MANAGEMENT: Are ingress and egress locations to the construction area stabilized to prevent the tracking of construction materials offsite or onto impervious areas?
<input checked="" type="checkbox"/>			8.	MATERIALS MANAGEMENT: Are material handling and storage areas reasonably clean and free of spills, leaks, or any other harmful materials?
<input checked="" type="checkbox"/>			9.	MATERIALS MAINTENANCE: Are all materials properly covered/contained?
<input checked="" type="checkbox"/>			10.	DESIGNATED MATERIAL STORAGE AREA: Are all locations of temporary soil stockpiles or construction materials in approved areas?
		<input checked="" type="checkbox"/>	11.	VEHICLE & EQUIPMENT MAINTENANCE: Are all the equipment storage, cleaning, fueling, and maintenance areas reasonably clean and free of spills, leaks, or any other harmful materials?
		<input checked="" type="checkbox"/>	12.	CONCRETE & SAW CUTTING WASTE MANAGEMENT: Are concrete and/or saw cutting waste containment areas functioning properly?
<input checked="" type="checkbox"/>			13.	BMP IMPLEMENTATION: Has an effective combination of BMPs been selected for the project site?
<input checked="" type="checkbox"/>			14.	BMP INSTALLATION & MAINTENANCE: Are the BMPs identified on the SWPCP/SWPPP, and/or installed in the proper location according to plan specifications?
		<input checked="" type="checkbox"/>	15.	POST-CONSTRUCTION BMPs: Have post-construction BMPs been inspected prior to issuing the Certificate of Occupancy?
<input checked="" type="checkbox"/>			16.	HIGH RISK SITES: Has the project proponent's qualified SWPPP personnel inspected the site's BMPs during installation and weekly during the wet season (October-April)?
<input checked="" type="checkbox"/>			17.	BMP LOG: Is a log kept on site which indicates BMPs are being evaluated, maintained and/or modified in the event that they fail or are not appropriate?
	<input checked="" type="checkbox"/>		18.	ILLICIT DISCHARGE: Is non-storm water runoff leaving the site?

Field Directive Issued: Yes No

Non-Compliance Issued: Yes No

Verbal Citation
Warning Stop Work Order
Notice of Violation

Notes/Comments: _____

Weather this Week - Rain off & on today & rest of the wk NOAA weather report posted in Balfour Beatty trailer, rain gauge installed on temp fence, outhouses with containment trays, Trash dumpster covered or emptied before rain event. BMP's are straw waddle, gravel bags, rumble plates installed at site exit. Dust control as needed There was a rain event over the past wknd no H2O damage occurred or left the site.

Contingency Owner Oxnard School District
 Draw Architect IBI Group
 Request (CDR) Contractor Balfour Beatty
 PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction Change Order Request #: 207 R1
 200 East Driskill St.
 Oxnard, CA 93030 Date: 5-20-2025

TO: Oxnard School District
 1051 South A. Street
 Oxnard, CA 93030

The Contract is changed as follows:

<p>Reference Cost Event 365 – CDR 207 R1 – HVAC Extended Warranty and Re-Startup</p> <p>Smith Mechanical is submitting pricing for the extended HVAC warranty and equipment re-startup. The extended warranty cost is based on a thorough risk assessment and provides coverage for the mechanical equipment installed by SMEP on this project. This added coverage is intended to reduce the risk of unexpected equipment failures and minimize downtime. Re-startup costs include labor, materials, testing, and commissioning, and are directly related to the project schedule extension. These efforts are necessary to ensure the equipment continues to function efficiently and reliably.</p> <p>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.</p> <p>1. Extended Warranty Costs:</p> <ul style="list-style-type: none"> •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. <p>2. Re-startup Costs:</p> <ul style="list-style-type: none"> •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. 	<p>\$ 262,875.00</p>
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- The cost of this work will be drawn from Contractor Contingency:
 The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
By: <u>Rafael Ramirez</u>	By: _____	By: <u>(Signature)</u>
Date: <u>2025-05-20</u>	Date: _____	Date: <u>6/10/25</u>

RECOMMENDED

OWNER - Oxnard School District By: (Signature) Date: 6-12-25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	5-20-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 207 R1 – HVAC Extended Warranty and Re-Startup

Smith Mechanical is submitting pricing for the extended HVAC warranty and equipment re-startup. The extended warranty cost is based on a thorough risk assessment and provides coverage for the mechanical equipment installed by SMEP on this project. This added coverage is intended to reduce the risk of unexpected equipment failures and minimize downtime. Re-startup costs include labor, materials, testing, and commissioning, and are directly related to the project schedule extension. These efforts are necessary to ensure the equipment continues to function efficiently and reliably.

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.

A. Subcontractor's Cost			
Smith MEP	\$	216,503.10	
O&P at 10%	\$	21,650.31	
Bonds @ 1%	\$	2,427.46	
Insurance @ 1%	\$	2,165.03	
		Subtotal B: \$	242,745.90
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	12,137.30	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	12,137.30
D. Bond at 1%		Subtotal D: \$	2,628.75
E. Builders Risk Insurance at 1%		Subtotal E: \$	2,628.75
F. General Liability at 1.04%		Subtotal F: \$	2,733.90
Grand Total = (A + B + C + D + E + F)		\$	262,875.00

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)


 Signature

2025-05-20
 Date

Extra Work Proposal Labor and Material Breakdown



Job # : 0

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		\$	128,297.20
Systems Operations		\$	4,785.00
Subcontracts		\$	75,869.00
Sales Tax	9.25%	\$	7,551.90
TOTAL COST		\$	216,503.10
+ Overhead	10%	\$	21,650.31
Total Extra Work Proposal Price		\$	238,153.41

Smith MEP is:

Proceeding with this work: _____ Waiting for authorization: _____ X _____

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: Joel Cerda
Project Manager

Date: 11/15/2024

Approved by: _____
Signature

Date: _____

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.
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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.

RECOMMISSIONING THE MECHANICAL SYSTEM:

Critical recommendation for the recommissioning of the facility's core mechanical systems, specifically the Fan Coil Units (FCUs), Exhaust Fans (EFs), Make-Up Air Units (MAUs), Air Conditioning Units (ACUs), General Controls (GCs), and General Exhaust and Intake Vents (GEIVs).

While these systems were commissioned upon initial installation approximately two years ago, a proactive recommissioning at this juncture is paramount for the long-term operational efficiency, occupant well-being, and fiscal responsibility to the organization.

Think of these mechanical systems as the vital respiratory and thermal regulation mechanisms of the building. Initial commissioning ensures these systems are functioning according to design specifications at the point of handover. However, much like any complex electromechanical apparatus subjected to continuous operation or lack thereof, these systems experience a natural drift in performance over time due to factors such as component wear, environmental conditions, and subtle control system deviations.

Neglecting this inevitable performance drift can lead to a cascade of detrimental effects:

- Suboptimal Indoor Environmental Quality (IEQ): Degradation in ventilation and air distribution can result in reduced air quality, impacting occupant comfort, productivity, and potentially contributing to Sick Building Syndrome. This can manifest as inconsistent temperatures, stagnant air, and increased allergen concentration, directly affecting the well-being and focus of our personnel.
- Increased Energy Consumption:
 - Inefficiently operating mechanical equipment invariably consumes more energy than necessary. Fans operating with degraded bearings, miscalibrated dampers, or fouled coils require greater power input to achieve the same output. Similarly, AC units with refrigerant leaks or compromised heat exchange surfaces will cycle more frequently and for longer durations, leading to significant and avoidable increases in your utility expenditures.
- Elevated Risk of Premature Equipment Failure and Costly Emergency Repairs:
 - Allowing minor operational inefficiencies to persist can exacerbate wear and tear on critical components, leading to unexpected and potentially catastrophic equipment failures. Reactive repairs are typically far more expensive than proactive maintenance and can result in significant operational downtime and disruption.

- Compromised System Longevity and Asset Value:
 - Your investment in these mechanical systems was substantial. Regular recommissioning is a fundamental aspect of responsible asset management, ensuring these systems operate within their intended parameters, maximizing their lifespan, and preserving the long-term value of our facility.

The proposed recommissioning scope is not merely a redundant exercise; it is a strategic investment in preventative maintenance. By systematically evaluating and recalibrating these critical systems, we can identify and rectify minor deviations before they escalate into major problems. This process involves comprehensive functional testing, precise calibration of controls, thorough inspection of mechanical components, and optimization of system sequences to ensure peak performance and energy efficiency.

While we understand the imperative for fiscal prudence, reducing the scope of this recommissioning would be a short-sighted decision that exposes your organization to potentially far greater financial risks in the form of increased energy costs, emergency repairs, and compromised occupant well-being. The cost of proactive recommissioning is a fraction of the potential liabilities associated with neglecting these essential systems.

We are confident that this recommissioning initiative will yield significant returns in terms of energy savings, reduced maintenance costs, enhanced occupant comfort, and prolonged equipment lifespan, ultimately safeguarding our operational efficiency and financial stability. We urge your approval of the proposed scope to ensure the continued health and optimal performance of your facility's vital mechanical infrastructure.

Justification for Comprehensive DDC System Recommissioning:

The DDC costs address the critical need for a comprehensive recommissioning of the facility's Direct Digital Control (DDC) system. The DDC system is the "brain" of your building's mechanical operations, governing the synchronized and efficient performance of the HVAC equipment. Neglecting the DDC system's optimal performance poses substantial risks to operational efficiency, energy expenditure, and long-term asset integrity.

Detailed Justification

The DDC system is not a static entity; it requires periodic attention to maintain its accuracy and effectiveness. Here's why:

- Drift and Calibration:
 - Over time, DDC system sensors, actuators, and controllers can drift out of calibration. This can result in inaccurate readings and control signals, causing the mechanical systems to operate inefficiently. For example, a temperature sensor that reads high might cause the AC to overcool an area, wasting energy.
- Software and Logic Integrity:
 - The DDC system relies on complex software and control logic. Changes in building usage, occupancy, or even minor software glitches can compromise the system's ability to manage the mechanical equipment optimally. Recommissioning ensures that the software and logic are functioning as intended and aligned with current operational needs.
- Interoperability and System-Wide Optimization:
 - The DDC system's strength lies in its ability to integrate and coordinate the operation of various mechanical systems (FCUs, EFs, MAUs, ACUs). Recommissioning provides an opportunity to fine-tune these interdependencies, maximizing energy efficiency and ensuring seamless system-wide performance.
- Long-Term Cost Avoidance:
 - A properly functioning DDC system is crucial for minimizing energy consumption and preventing premature equipment wear. By ensuring the DDC system's accuracy, we can avoid the long-term costs associated with inflated utility bills and expensive repairs resulting from inefficient operation.
- Scope of Work Alignment:
 - Reducing this scope will compromise our ability to properly calibrate and optimize the DDC system.

VRF HEAT PUMP SCHEDULE

FAN COIL UNIT (INDOOR)

CONDENSING UNIT (OUTDOOR)

SYMBOL	BLDG	SERVICE/LOCATION	MANUFACTURER & MODEL	TOTAL SUPPLY (CFM)	EXT. S/P TSP (IN W/C)	FAN					OPER. WEIGHT (LBS)	SYMBOL	BLDG	SERVICE	LOCATION	MANUFACTURER & MODEL	COOLING				ELECTRICAL					OPER. WEIGHT (LBS)	SOUND dBA	ANCHORAGE DETAIL	REMARKS		
						V	PH	MOTOR									CAPACITY (MBH)	CAPACITY (TON)	AMBIENT (TEMP. °F)	SEER/EER	V	PH	Hz	MCA	MOCF						
								HP	FLA	MOCF																					
FCU 101	ADM	CPF OFFICES 102-103-104	TRANE 4TVD0018C100N	512	0.2	208/230	1	1/4	0.85	15	106	CU 101	ADM	ADMIN BUILDING	BUILDING EXTERIOR	TRANE 4TVR0168C400N	168	14	114	-	460	3	60	33	40	720	85	SEE DETAIL ON M4107 & M4108	REFER TO SHEETS M3108 FOR MORE DETAIL		
FCU 102	ADM	HALLWAY-WORK 114-117	TRANE 4TVD0036C100N	652	0.3	208/230	1	1/2	3.8	15	144																				
FCU 103	ADM	PRINCIPAL 101	TRANE 4TVD0012C100N	353	0.2	208/230	1	1/4	0.85	15	106																				
FCU 104	ADM	HEALTH 112	TRANE 4TVD0012C100N	320	0.2	208/230	1	1/4	0.85	15	106																				
FCU 105	ADM	CONF 109	TRANE 4TVD0018C100N	512	0.2	208/230	1	1/4	0.85	15	106																				
FCU 106	ADM	PARENT 108	TRANE 4TVD0012C100N	353	0.2	208/230	1	1/4	0.85	15	106																				
FCU 107	ADM	LOUNGE 107	TRANE 4TVD0036C100N	954	0.3	208/230	1	1/2	3.8	15	144																				
FCU 108	ADM	LOBBY 110	TRANE 4TVD0024C100N	652	0.3	208/230	1	1/2	3.8	15	144																				
FCU 109	ADM	DATA 106	TRANE 4TVD0018C100N	512	0.2	208/230	1	1/4	0.85	15	106	CU 109	ADM	ADM	BUILDING EXTERIOR	MITSUBISHI MUY-GE18NA	18	1.5	115	19.2	208	1	60	14	15	119	54	SEE DETAIL ON M4107 & M4108	REFER TO SHEETS M3101 THROUGH M3107 FOR MORE DETAIL		
FCU 110	ADM	ELECTRICAL 105	TRANE 4TVCO024B100N	652	0.3	208/230	1	1/2	3.8	15	144	CU 110	ADM	ADM	BUILDING EXTERIOR	MITSUBISHI MUY-GE18NA	18	1.5	115	19.2	208	1	60	14	15	119	54	SEE DETAIL ON M4107 & M4108	REFER TO SHEETS M3101 THROUGH M3107 FOR MORE DETAIL		
FCU 311	CLASSRM	CLASSROOM 311	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144	CU 301A	CLASSRM	CLASSROOM 311-316	BUILDING EXTERIOR	TRANE 4TVR0144B400NC (MASTER)	144	12	114	-	460	3	60	28.7	40	660	86	SEE DETAIL ON M4107 & M4108	REFER TO SHEETS M3101 THROUGH M3107 FOR MORE DETAIL		
FCU 312	CLASSRM	CLASSROOM 312	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144	CU 301B	CLASSRM	CLASSROOM 311-316	BUILDING EXTERIOR	TRANE 4TVR0144B400NC (SLAVE)	144	12	114	-	460	3	60	28.7	40	660	86	SEE DETAIL ON M4107 & M4108	REFER TO SHEETS M3101 THROUGH M3107 FOR MORE DETAIL		
FCU 313	CLASSRM	CLASSROOM 313	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144																				
FCU 314	CLASSRM	CLASSROOM 314	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144																				
FCU 315	CLASSRM	CLASSROOM 315	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144																				
FCU 316	CLASSRM	CLASSROOM 316	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144																				
FCU 351	CLASSRM	CLASSROOM 351	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144	CU 302A	CLASSRM	CLASSROOM 351-356	BUILDING EXTERIOR	TRANE 4TVR0144B400NC (MASTER)	144	12	114	-	460	3	60	28.7	40	660	86	SEE DETAIL ON M4107 & M4108	REFER TO SHEETS M3101 THROUGH M3107 FOR MORE DETAIL		
FCU 352	CLASSRM	CLASSROOM 352	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144	CU 302B	CLASSRM	CLASSROOM 351-356	BUILDING EXTERIOR	TRANE 4TVR0144B400NC (SLAVE)	144	12	114	-	460	3	60	28.7	40	660	86	SEE DETAIL ON M4107 & M4108	REFER TO SHEETS M3101 THROUGH M3107 FOR MORE DETAIL		
FCU 353	CLASSRM	CLASSROOM 353	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144																				
FCU 354	CLASSRM	CLASSROOM 354	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144																				
FCU 355	CLASSRM	CLASSROOM 355	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144																				
FCU 356	CLASSRM	CLASSROOM 356	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144																				
FCU 309	CLASSRM	CLASSROOM 309	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144	CU 303	CLASSRM	CLASSROOM 309-310-349-350	BUILDING EXTERIOR	TRANE 4TVR0192B400NC	192	16	114	-	460	3	60	37	50	735	86	SEE DETAIL ON M4107 & M4108	REFER TO SHEETS M3101 THROUGH M3107 FOR MORE DETAIL		
FCU 310	CLASSRM	CLASSROOM 310	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144																				
FCU 349	CLASSRM	CLASSROOM 349	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144																				
FCU 350	CLASSRM	CLASSROOM 350	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144																				
FCU 301-A	CLASSRM	MEDIA CENTER 301	TRANE 4TVD0048C100N	1236	0.4	208/230	1	1/2	3.8	15	144	CU 304	CLASSRM	MEDIA CENTER	BUILDING EXTERIOR	TRANE 4TVR0144B400NB	144	12	114	-	460	3	60	28.7	40	660	83	SEE DETAIL ON M4107 & M4108	REFER TO SHEETS M3101 THROUGH M3107 FOR MORE DETAIL		
FCU 301-B	CLASSRM	MEDIA CENTER 301	TRANE 4TVD0048C100N	1236	0.4	208/230	1	1/2	3.8	15	144																				
FCU 305	CLASSRM	MC-BREAK 305	TRANE 4TVD0018C100N	512	0.4	208/230	1	1/4	0.85	15	144																				
FCU 306	CLASSRM	MC-STRG/WORK 306	TRANE 4TVD0027C100N	742	0.4	208/230	1	1/2	3.8	15	144																				
FCU 330	CLASSRM	KINDERGARTEN 330	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144	CU 305A	CLASSRM	KINDERGARTEN	BUILDING EXTERIOR	TRANE 4TVR0144B400NC (MASTER)	144	12	114	-	460	3	60	28.7	40	660	86	SEE DETAIL ON M4107 & M4108	REFER TO SHEETS M3101 THROUGH M3107 FOR MORE DETAIL		
FCU 336	CLASSRM	KINDERGARTEN 336	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144	CU 305B	CLASSRM	KINDERGARTEN	BUILDING EXTERIOR	TRANE 4TVR0144B400NC (SLAVE)	144	12	114	-	460	3	60	28.7	40	660	86	SEE DETAIL ON M4107 & M4108	REFER TO SHEETS M3101 THROUGH M3107 FOR MORE DETAIL		
FCU 337	CLASSRM	KINDERGARTEN 337	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144																				
FCU 342	CLASSRM	KINDERGARTEN 342	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144																				
FCU 343	CLASSRM	KINDERGARTEN 343	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144																				
FCU 348	CLASSRM	KINDERGARTEN 348	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144																				
FCU 325	CLASSRM	PIANO KEYBOARD 325	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144	CU 306A	CLASSRM	CLASSROOM 325-329	BUILDING EXTERIOR	TRANE 4TVR0120B400NB (MASTER)	120	10	114	-	460	3	60	21.7	30	660	86	SEE DETAIL ON M4107 & M4108	REFER TO SHEETS M3101 THROUGH M3107 FOR MORE DETAIL		
FCU 326	CLASSRM	CLASSROOM 326	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144	CU 306B	CLASSRM	CLASSROOM 325-329	BUILDING EXTERIOR	TRANE 4TVR0120B400NB (SLAVE)	120	10	114	-	460	3	60	21.7	30	660	86	SEE DETAIL ON M4107 & M4108	REFER TO SHEETS M3101 THROUGH M3107 FOR MORE DETAIL		
FCU 327	CLASSRM	CLASSROOM 327	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144																				
FCU 328	CLASSRM	CLASSROOM 328	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144																				
FCU 329	CLASSRM	CLASSROOM 329	TRANE 4TVM0048B100N	1400	0.4	208/230	1	1/2	3.8	15	144																				

KEYNOTES:
 1 PROVIDE FAN COIL UNIT WITH A CONDENSATE DRAIN PUMP LITTLE GIANT MODEL VCGM-15LS2P551, WITH CAPACITY OF 20 GPH AT 20 FT. HEAD, WITH 120V, 1 PH, 60 HZ POWER REQUIREMENT

10 FCU

31 FCU

CLIENT
OXNARD SCHOOL DISTRICT
 220 S. Driskill St, Oxnard, CA 93030

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ISSUES
 NO. ISSUANCE DATE
 1B Revision 1 4/30/2021

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AGENCY INFORMATION:
 AGENCY TRACKING NO. FILE NO.
 72538-107 56-22
 IDENTIFICATION STAMP
 DIV. OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
 03-119284
 AC FL SS
 DATE

PRIME CONSULTANT
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PROJECT
RECONSTRUCTION OF ROSE AVENUE K-5 SCHOOL
 220 S. DRISKILL ST.
 OXNARD, CA 93030

PROJECT NO

VRF HEAT PUMP SCHEDULE (CONTINUE)																													
FAN COIL UNIT (INDOOR)										CONDENSING UNIT (OUTDOOR)																			
SYMBOL	BLDG	SERVICE/LOCATION	MANUFACTURER & MODEL	TONS	FAN					OPER. WEIGHT (LBS)	SYMBOL	BLDG	SERVICE	LOCATION	MANUFACTURER & MODEL	COOLING			ELECTRICAL				OPER. WEIGHT (LBS)	SOUND (dB(A))	REFERENCE ANCHORAGE DETAILS	REMARKS			
					TOTAL SUPPLY (CFM)	EXT. S.P./TSP (IN WC)	V	PH	HP							FLA	MOC	CAPACITY (MBH) TOTAL	AMBIENT (TEMP. °F)	EER/EER	V	PH					Hz	MCA	MOC
FCU 365	CLASSRM	CLASSROOM 365	TRANE 4TVM0048B100N	4	1750	0.4	208/230	1	1/2	3.8	15	144	CU 307	CLASSRM	CLASSROOM 365-368	BUILDING EXTERIOR	TRANE 4TVR192B400N	192	114	10.6/21.0	460	3	60	37	50	44	86	SEE DETAIL A ON M4107 & M4108	REFER TO SHEETS M3101 THROUGH M3107 FOR MORE DETAIL
FCU 366	CLASSRM	CLASSROOM 366	TRANE 4TVM0048B100N	4	1750	0.4	208/230	1	1/2	3.8	15	144														SEE DET. 5 ON M2322-C			
FCU 367	CLASSRM	CLASSROOM 367	TRANE 4TVM0048B100N	4	1750	0.4	208/230	1	1/2	3.8	15	144														SEE DET. 5 ON M2322-C			
FCU 368	CLASSRM	CLASSROOM 368	TRANE 4TVM0048B100N	4	1750	0.4	208/230	1	1/2	3.8	15	144														SEE DET. 5 ON M2322-C			
FCU 204	MPR	DATA 204	TRANE 4MYW6524A	2	800	0.4	POWERED BY OUTDOOR UNIT					35	CU 204	MPR	ELECTRICAL	BUILDING EXTERIOR	TRANE 4TYK6524A	24	95	16 (SEER)	208/230	1	60	12	25	67	66	SEE DETAIL A ON M4107 & M4108	REFER TO SHEETS M3101 THROUGH M3107 FOR MORE DETAIL
FCU 321	CLASSRM	DATA 411	TRANE 4MYW6524A	2	800	0.4	POWERED BY OUTDOOR UNIT					35	CU 309	CLASSRM	ELECTRICAL	BUILDING EXTERIOR	TRANE 4TYK6524A	24	95	16 (SEER)	208/230	1	60	12	25	67	66	SEE DETAIL A ON M4107 & M4108	REFER TO SHEETS M3101 THROUGH M3107 FOR MORE DETAIL
FCU 422	CLASSRM	DATA 204	TRANE 4MYW6524A	2	800	0.4	POWERED BY OUTDOOR UNIT					35	CU 422	CLASSRM	ELECTRICAL	BUILDING EXTERIOR	TRANE 4TYK6524A	24	95	16 (SEER)	208/230	1	60	12	25	67	66	SEE DETAIL A ON M4107 & M4108	REFER TO SHEETS M3101 THROUGH M3107 FOR MORE DETAIL
FCU 502	CLASSRM	DATA RM 502	TRANE 4MYW6524A	2	800	0.4	POWERED BY OUTDOOR UNIT					35	CU 502	CLASSRM	DATA RM 502	BUILDING EXTERIOR	TRANE 4TYK6524A	24	95	16 (SEER)	208/230	1	60	12	25	67	66	SEE DETAIL A ON M4107 & M4108	REFER TO SHEETS M3101 THROUGH M3107 FOR MORE DETAIL
AC 407	CLASSRM	ELEVATOR MACHINE RM 407	TRANE PTEF150THAA	1.5	350	0.4	208/230	1	-	6.7	15	120																	

4 FCU

1 FCU

4 FCU

KEYNOTES:
 1 PROVIDE FAN COIL UNIT WITH A CONDENSATE DRAIN PUMP LITTLE GIANT MODEL VDMA-1SULS2P351, WITH CAPACITY OF 20 GPH AT 20 FT. HEAD, WITH 120V, 1 PH, 60 HZ POWER REQUIREMENT.

EXHAUST FAN SCHEDULE																	
SYM	MANUF./MODEL	BUILDING	SERVICE	LOCATION	TYPE	CFM	STATIC PRESSURE	FRPM	NO OF WHEELS	DRIVE	MOTOR			OPER. WT. (LBS.)	REFERENCE ANCHORAGE DETAILS	REMARKS	
											HP/WATTS	VOLT	PH				
EF 101	COOK 100SQN15D	ADMINISTRATION	MEN'S RESTROOM	118	INLINE CENTRIFUGAL	500	0.6	1538	1	DIRECT	1/4	-	115	1	50	SEE DETAIL 1 ON M4102	SEE GRAVITY VENTILATOR SCHEDULE BELOW FOR ROOF HOOD SIZE AND TYPE.
EF 102	COOK 70SQN15D	ADMINISTRATION	NURSE RESTROOM	113	INLINE CENTRIFUGAL	100	0.3	1541	1	DIRECT	1/8	-	115	1	35	SEE DETAIL 1 ON M4102	SEE GRAVITY VENTILATOR SCHEDULE BELOW FOR ROOF HOOD SIZE AND TYPE.
EF 201	COOK 90R10DH	MULTIPURPOSE	GIRLS RESTROOM	ROOF	UPBLAST CENTRIFUGAL	300	0.13	1050	1	DIRECT	1/6	-	115	1	45	SEE DETAIL 2 ON M4104	PROVIDE ROOF CURB AND BACKDRAFT DAMPER, INTERLOCKED WITH LIGHT SWITCH
KEF 202	COOK 160RH17D (VF2)	MULTIPURPOSE	KITCHEN	ROOF	UPBLAST CENTRIFUGAL	3850	1.5	1804	1	DIRECT	2	-	208	3	124	SEE DETAIL 2 ON M4104	PROVIDE ROOF CURB AND BACKDRAFT DAMPER, INTERLOCKED INTO HOOD SYSTEM - SEE KITCHEN PLANS
EF 203	COOK 90R10DL	MULTIPURPOSE	BOYS RESTROOM	ROOF	UPBLAST CENTRIFUGAL	225	0.13	1130	1	DIRECT	1/6	-	115	1	45	SEE DETAIL 2 ON M4104	PROVIDE ROOF CURB AND BACKDRAFT DAMPER, INTERLOCKED WITH LIGHT SWITCH
EF 204	COOK 100R15DH	MULTIPURPOSE	ELECTRICAL	ROOF	UPBLAST CENTRIFUGAL	450	0.5	1550	1	DIRECT	1/8	-	115	1	48	SEE DETAIL 2 ON M4104	PROVIDE ROOF CURB AND BACKDRAFT DAMPER, TURN ON WHEN THE ROOM TEMP IS MORE THAN 80 F.
EF 319	COOK 100SQN28D070VF	CLASSROOM	STAFF RSTRM	319	INLINE CENTRIFUGAL	250	1	2303	1	DIRECT	1/3	-	115	1	70	SEE DETAIL ON M4102	PROVIDE WITH ROOF HOOD, MODEL: COOK PR-8. SEE DETAIL 3 ON M4104 FOR INSTALLATION.
EF 324	COOK 100SQN28D (VF)	CLASSROOM	GIRLS/ BOYS RESTROOM	322-324	INLINE CENTRIFUGAL	1200	1	1200	1	DIRECT	3/4	-	115	1	69	SEE DETAIL ON M4102	PROVIDE WITH ROOF HOOD, MODEL: COOK PR-12. SEE DETAIL 3 ON M4104 FOR INSTALLATION.
EF 332	COOK 100SQN28D070VF	CLASSROOM	RESTROOM	332-333	INLINE CENTRIFUGAL	250	1	2303	1	DIRECT	3/4	-	115	1	70	SEE DETAIL ON M4102	PROVIDE WITH ROOF HOOD, MODEL: COOK PR-8. SEE DETAIL 3 ON M4104 FOR INSTALLATION.
EF 338	COOK 100SQN28D070VF	CLASSROOM	RESTROOM	338-340	INLINE CENTRIFUGAL	250	1	2303	1	DIRECT	3/4	-	115	1	70	SEE DETAIL ON M4102	PROVIDE WITH ROOF HOOD, MODEL: COOK PR-8. SEE DETAIL 3 ON M4104 FOR INSTALLATION.
EF 345	COOK 100SQN28D070VF	CLASSROOM	RESTROOM	345-346	INLINE CENTRIFUGAL	250	1	2303	1	DIRECT	3/4	-	115	1	70	SEE DETAIL ON M4102	PROVIDE WITH ROOF HOOD, MODEL: COOK PR-8. SEE DETAIL 3 ON M4104 FOR INSTALLATION.
EF 359	COOK 100SQN28D070VF	CLASSROOM	RESTROOM	358-359	INLINE CENTRIFUGAL	250	1	2303	1	DIRECT	3/4	-	115	1	70	SEE DETAIL ON M4102	PROVIDE WITH ROOF HOOD, MODEL: COOK PR-8. SEE DETAIL 3 ON M4104 FOR INSTALLATION.
EF 364	COOK 100SQN28D (VF)	CLASSROOM	GIRLS/ BOYS RESTROOM	362-364	INLINE CENTRIFUGAL	1200	1	2713	1	DIRECT	3/4	-	115	1	69	SEE DETAIL ON M4102	PROVIDE WITH ROOF HOOD, MODEL: COOK PR-16. SEE DETAIL 3 ON M4104 FOR INSTALLATION.
EF 410	COOK 100SQN28D-VF	CLASSROOM	JANITOR/FIRE RISER RM	410	INLINE CENTRIFUGAL	150	0.2	883	1	DIRECT	1/3	-	115	1	60	SEE DETAIL ON M4102	PROVIDE WITH ROOF HOOD, MODEL: COOK PR-8. SEE DETAIL 3 ON M4104 FOR INSTALLATION.
EF 421	COOK 100SQN28D-VF	CLASSROOM	ELECTRICAL	421	INLINE CENTRIFUGAL	300	0.5	750	1	DIRECT	1/8	-	115	1	60	SEE DETAIL ON M4102	PROVIDE WITH ROOF HOOD, MODEL: COOK PR-12. SEE DETAIL 3 ON M4104 FOR INSTALLATION.

2 EF

4 EF

9 EF

MAKE UP AIR FAN SCHEDULE																		
SYM	MANUF./MODEL	BUILDING	SERVICE	LOCATION	TYPE	CFM	STATIC PRESSURE	FRPM	NO OF WHEELS	DRIVE	MOTOR			OPER. WT. (LBS.)	REFERENCE ANCHORAGE DETAILS	REMARKS		
											HP/WATTS	VOLT	PH					
MAU 201	GREENHECK SAF-115	MPR	COOKING	ROOF	DN-BLAST CENTRIFUGAL	3080	1	850	1	BELT	1 1/2	-	208	1	11	283	ROOF CURB B- DETAIL 1 ON M4103 & M4107	PROVIDE ROOF CURB AND BACKDRAFT DAMPER, INTERLOCKED WITH HOOD SYSTEM

1 MAU

GRAVITY VENTILATOR												
SYM	MANUF./MODEL	BUILDING	SERVICE	LOCATION	TYPE	CFM	STATIC PRESSURE	THROAT VELOCITY	THROAT AREA	DUCTED	OPER. WT. (LBS.)	REFERENCE ANCHORAGE DETAILS
GEIV 101	COOK PR-16	ADMIN	EXHAUST	ROOF	-	500	0.05	100	1.5 SF	YES	35	SEE DETAIL 7 ON M4105
GEIV 102	COOK PR-8	ADMIN	EXHAUST	ROOF	-	100	0.05	100	0.4 SF	YES	20	SEE DETAIL 7 ON M4105

3 GV & GEIV

GRAVITY VENTILATOR												
SYM	MANUF./MODEL	BUILDING	SERVICE	LOCATION	TYPE	CFM	STATIC PRESSURE	THROAT VELOCITY	THROAT AREA	DUCTED	OPER. WT. (LBS.)	REFERENCE ANCHORAGE DETAILS
GEIV 110	COOK PR-8	ADMIN	EXHAUST	ROOF	-	100	0.05	100	0.4 SF	YES	20	SEE DETAIL 7 ON M4105

GAS/ELECTRIC ROOFTOP UNIT SCHEDULE																																			
SYMBOL	SERVICE	LOCATION	TYPE	MANUFACTURER & MODEL	COOLING			HEATING		INDOOR FAN			FILTERS	OPER. WEIGHT (LBS)	OUTDOOR FAN		OUTDOOR AIR		VIBRATION ISOLATORS	REFERENCE CURB DETAIL	COMPRESSOR			UNIT ELECTRICAL DATA		SOUND BELS (dB)	REFERENCE ANCHORAGE DETAILS	REMARKS							
					CAPACITY (MBH) SENSIBLE	AMBIENT TEMP. (°F)	SEER/ EER	INPUT (MBH)	OUTPUT (MBH)	TOTAL SUPPLY CFM	EXT. S.P. (IN.WG)	MOTOR (HP)			FLA	MERV	QTY	MOTOR (HP)			FLA	CFM	% OF TOTAL	TYPE	DEF. (IN)				QTY	RLA	LRA	V	PH	Hz	MCA
AC 201	MPR	MPR ROOF	HORIZONTAL DISCHARGE	TRANE YCHC092F3.4	84	92	92	12.6	150,000	120,000	3000	2	2.75	3.6	8	1	1900	0.75	1.5	600	-	SPRING	2	-	2	5.1	40	460	3	60	22	30	91	SEE DETAIL 1 ON M4106	PROVIDE VIBREX STRUCTURALLY CALCULATED VIBRATION ISOLATION CURBS, COMPRESSOR CYCLE DELAY TIMER, COIL GUARDS, LOW NOX KIT, FLUE EXTENSION & INSULATION KIT. PROVIDE PROGRAMMABLE THERMOSTATS. THE ROOF CURB SHALL HAVE A SLOPED BOTTOM MATCHING THE ROOF SLOPE TO KEEP THE EQUIPMENT LEVEL AS PER REFERENCE ON SHEET A8401. (1,2,3,4,5)
AC 202	ROOMS 214, 215, 210, 207, 209	MPR ROOF	DOWN DISCHARGE	TRANE YCHC092F3.4	84	92	92	12.6	150,000	120,000	3000	2	2.75	3.6	8	1	1900	0.75	1.5	600	-	SPRING	2	-	2	5.1	40	460	3	60	22	30	91	SEE DETAIL 1 ON M4106	PROVIDE VIBREX STRUCTURALLY CALCULATED VIBRATION ISOLATION CURBS, COMPRESSOR CYCLE DELAY TIMER, COIL GUARDS, LOW NOX KIT, FLUE EXTENSION & INSULATION KIT. PROVIDE PROGRAMMABLE THERMOSTATS. THE ROOF CURB SHALL HAVE A SLOPED BOTTOM MATCHING THE ROOF SLOPE TO KEEP THE EQUIPMENT LEVEL AS PER REFERENCE ON SHEET A8401. (1,2,3,4,5)
AC 203	MPR	MPR ROOF	HORIZONTAL DISCHARGE	TRANE YCHC092F3.4	84	92	92	12.6	150,000	120,000	3000	2	2.75	3.6	8	1	1900	0.75	1.5	600	-	SPRING	2	-	2	5.1	40	460	3	60	22	30	91	SEE DETAIL 1 ON M4106	PROVIDE VIBREX STRUCTURALLY CALCULATED VIBRATION ISOLATION CURBS, COMPRESSOR CYCLE DELAY TIMER, COIL GUARDS, LOW NOX KIT, FLUE EXTENSION & INSULATION KIT. PROVIDE PROGRAMMABLE THERMOSTATS. THE ROOF CURB SHALL HAVE A SLOPED BOTTOM MATCHING THE ROOF SLOPE TO KEEP THE EQUIPMENT LEVEL AS PER REFERENCE ON SHEET A8401. (1,2,3,4,5)

3 AC

- 1 INTERLOCK WITH BMS
- 2 PROVIDE COPPER/ALUMINUM COILS.
- 3 SET ROOM T-STAT AT 74F
- 4 THE UNIT SHALL SHUT DOWN BY TOTAL COVERAGE SMOKE DETECTION SYSTEM PER 2013 CMC 608.0 EXCEPTION 1
- 5 PROVIDE FULL SIZE ECONOMIZER, AND ALSO 2HP, 460V, 3PH, 60HZ, 4.0 FLA, 5.0 MCA, 9 MOC MODULATING EXHAUST FAN (PE) MODEL MPE (FOR DOWN DISCHARGE), AND MODEL MHP (FOR HORIZONTAL DISCHARGE) UNITS. POWER EXHAUST TO RAMP UP AS CONTROLLED BY A PRESSURE SENSOR INSTALLED IN SPACE TO RELIEVE PRESSURE AND MAINTAIN A NEUTRAL SPACE PRESSURE.

CLIENT
 OXNARD SCHOOL DISTRICT
 220 S. Driskill St, Oxnard, CA 93030

CONTRACT NO.
 109990

PROJECT
 RECONSTRUCTION OF ROSE AVENUE K-5 SCHOOL
 220 S. DRISKILL ST.
 OXNARD, CA 93030

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ISSUES
 NO. 6
 ISSUANCE 01-11-2022

AGENCY INFORMATION:
 AGENCY TRACKING NO. 72538-107
 FILE NO. 56-22
 IDENTIFICATION STAMP
 DIV. OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
 03-119284
 AC FL SS
 DATE

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PROJECT NO. 109990
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]
 SCALE: 3" = 1'-0"
 DATE: 04/23/2021

SHEET TITLE
 MECHANICAL SCHEDULE

SHEET NUMBER
 M1004

ISSUE

C:\Users\jrd\Documents\Rose ES Mech Draw\2021\20210423\MECH_SCHEDULE.dwg

PIECES OF EQUIPMENT PER EQUIPMENT SCHEDULE (72)

BUILDING	FCU	%	EFs	%	MAU	%	GV&GEIV	%	AC	%
ADMIN	10	20%	2	13%	0	0%	3	100%	0	0%
CLASSROOM	39	78%	9	60%	0	0%	0	0%	0	0%
MPR	1	2%	4	27%	1	100%	0	0%	3	100%
TOTALS	50	100%	15	100%	1	100%	3	100%	3	100%

LABOR HRS TO SERVICE EQUIPMENT SHOWN ON EQUIPMENT SCHEDULE (404)

BUILDING	FCU		EFs		MAU		GV&GEIV		AC	
ADMIN	56.11	14%	11.22	3%	0.00	0%	16.83	4%	0	0%
CLASSROOM	218.83	54%	50.50	13%	0.00	0%	0.00	0%	0	0%
MPR	5.611	1%	0.00	6%	5.61	1%	0.00	0%	16.83	4%
TOTALS	280.56	69%	61.72	21%	5.61	1%	16.83	4%	16.83	4%

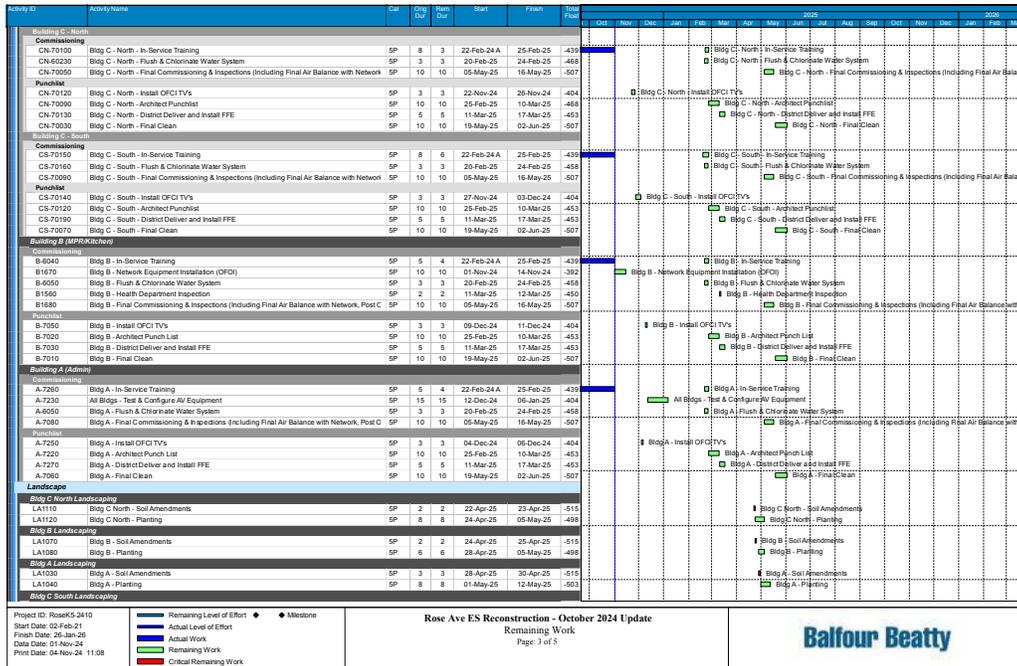
AVERAGE DURATION GIVE OR TAKE
 (2) MEN 3 HOURS PER EQUIPMENT

EQUIPMENT LOCATION VARIES FROM ROOF, EQUIPMENT YARD, ATTIC, CEILING SPACE, ABOVE T-BAR, EQUIPMENT ROOMS, ETC.

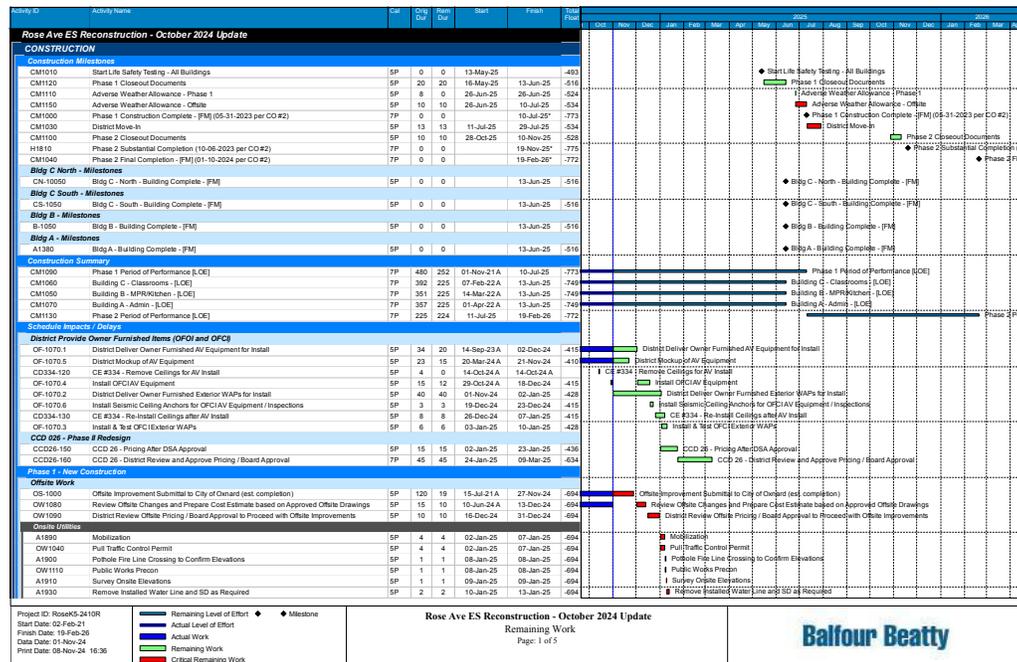
DDC CONTROLS \$60,306.00

BUILDING	Cost per BLD	%
ADMIN	\$12,563.75	21%
CLASSROOM	\$40,204.00	67%
MPR	\$7,538.25	13%
TOTALS	\$60,306.00	100%

SHEET METAL - FIELD INSTALL	UNITS	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR \$	MATERIAL \$	TOTAL \$
Trane Warranty Year 1						\$ -	\$ -	\$ 24,027.24	\$ 24,027.24
Trane Warranty Year 2		0.0				\$ -	\$ -	\$ 26,429.96	\$ 26,429.96
Fan coils ducted VRF-1 Year	29.0	0.0	0.0	0.0	0.0	\$ -	\$ -	\$ 15,950.00	\$ 15,950.00
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									
SM Field Composite CrewLabor		200.0				\$ 125.57	\$ 25,114.00	\$ -	\$ 25,114.00
SM General Superintendent		200.0				\$ 131.63	\$ 26,326.00	\$ -	\$ 26,326.00
Sheet Metal Field Totals:		404.0	0.0	0.0	0.0		\$ 51,440.00	\$ 76,857.20	\$ 128,297.20
SYSTEMS OPERATIONS									
Owner -Re-Training & Startup Recertification of equipment		40.0				\$ 119.63	\$ -	\$ 4,785.00	\$ 4,785.00
Systems Operation Total:		40.0	0.0	0.0	0.0		\$ -	\$ 4,785.00	\$ 4,785.00
SUBCONTRACTS									
DDC Controls								\$	\$ 60,306.00
Air/Water Balance : Certified Air Balance								\$	\$ 15,563.00
Subcontract Total:									\$ 75,869.00



LT-01 Remaining Work



City Approved Nov Schedule



Ted O'Brien <tobrien@smithmep.com>

Rose Avenue

Allmaras, Adam <Adam.Allmaras@tranetechnologies.com>

Thu, Nov 14, 2024 at 10:00 AM

To: Ted O'Brien <tobrien@smithmep.com>

Cc: Joel Cerda <jcerda@smithmep.com>, "Chamma, Omar" <OChamma@trane.com>

Ted,

Per our conversation, see attached and below for the 1st year pricing. I was told from my service team to carry a 3-5% increase per year. Below is the price increases assuming 10% increase AFTER the 1st year

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	\$24,027.24	\$24,027.24	Annual

- Year 1 = \$24,027.24
- Year 2 = \$26,429.96
- Year 3 = \$29,072.96

Adam Allmaras

Account Manager, Los Angeles

Commercial HVAC North America

3253 E. Imperial Highway

Brea, CA 92821

Trane Technologies

adam.allmaras@tranetechnologies.com

Cell: +1-714-451-5113





SELECT SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
3253 E Imperial Highway
Brea, CA 92821

Trane Representative

Nate Yi
Cell: (714) 398-1569
Office: (714) 983-0505

Proposal ID

7808665

Service Contract Number

7808665

Company Name

Smith Mechanical Electrical Plumbing

Site Address

Rose Avenue Elementary
220 South Driskill Street
Oxnard, CA 93030

July 16, 2024



EXECUTIVE SUMMARY

This **Select Service Agreement** features **parts, labor, and refrigerant coverage** for HVAC equipment repairs included in the annual planned maintenance contract. It is the easiest and most reassuring way to ensure your HVAC equipment is continuously operating at peak performance levels.

Under this service agreement, Trane will schedule and manage preventative maintenance and provide repair coverage to help you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP O&M Guide 2010*)

ADDITIONAL SUPPORT

Environmental Practices	Consistent Processes	Safety	Assigned Team
Trane procedures for handling refrigerant are compliant with federal and state regulations.	All Trane technicians follow documented processes ensuring uniform service delivery.	Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.	You will have a consistent group of Trane employees dedicated to your account.



WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



REPAIR COVERAGE FOR SELECTED COMPONENTS

Repair Coverage pre-authorizes Trane to repair selected system components. Costs for parts and labor (performed during normal Trane business hours) are included within the coverage of the annual maintenance contract. The scope of this coverage is specified later in this agreement.

Implementation:

- Minimize unplanned downtime by giving Trane the authority to take care of repairs proactively
- Minimize unbudgeted repairs and expenses with repair coverage included
- Collaborative selection of covered systems and components
- Repair or replacement of failed components



REFRIGERANT MANAGEMENT

The US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2020 in addition to mandated leak inspections on certain appliances that exceed the leak rate threshold. Section 608 of the Clean Air Act prohibits the knowing release/venting of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices and documentation by owners and operators of refrigeration and air-conditioning systems, all servicing technicians, and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. With recent definition changes from the EPA, each independent circuit is considered a separate appliance. These records must be maintained for 3 years and be directly accessible if audited by the EPA. This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.***



All Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size (supports accurate fugitive emissions reporting where applicable).

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable and comprehensive documentation to authorities during audits
- Maintain company environmental standards and provides data for managing any reporting needs
- Detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which can aid in fugitive emissions reporting, not just for 50 lbs.+ appliances

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

Tiered Service Offerings to better support your needs:

1. Trane's Standard EP Compliant S/A
 - a. Trane Technicians will provide applicable EPA documentation when required by the service activity performed
2. Trane's EPA Compliant Reporting S/A
 - a. In addition to the Standard Offering, the local Trane office will run quarterly reports that will be extended to the customer to help inform them of EPA mandated leak inspections that may be required on their equipment and the corresponding anniversary date(s) that those inspection(s) need to be completed.
3. Trane's Premium EPA Compliance S/A
 - a. In addition to the Standard and Reporting Offerings, labor to perform those leak inspections is also included.
 - b. Customer will have access to form letters and information assistance for reporting situations encountered during coverage.



HVAC EQUIPMENT COVERAGE

Rose Avenue Elementary

The following "Covered Equipment" will be serviced at Rose Avenue Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop	1	Trane	YHC092F4RH	224811849L	
3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop	1	Trane	YHC092F4RH	224811857L	
3-10 Ton R410A PKGD Unitary Gas/Electric Rooftop	1	Trane	YHC092F4RH	225011559L	

Service Description

	Quantity Per Term
Quarterly Inspection (Service 1)	3
Precedent Filter Change (Service 2)	4
Precedent Cooling Pre-Season Annual Start-Up (Service 3)	1
Precedent Condenser Coil Cleaning (Service 4)	1

CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Quarterly Inspection

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Filter Inspection And Change
- Condensate Drip Pan Treatment
- Log Unit (Unitary)

Service 2: Precedent Filter Change

Description

- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Filter Inspection And Change
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

Service 3: Precedent Cooling Pre-Season Annual Start-Up

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection Including LOTO
- Bearing Lubrication
- Check Damper
- Condensate Drip Pan Treatment
- Meg Supply Fan Without VFD



- Meg Compressor Motor
- Electrical Inspection
- Condenser Fan Check (Unitary)
- Start Up Seasonal Cooling

Service 4: Precedent Condenser Coil Cleaning

Description

- Customer Notification
- Unitary Visual Equipment Inspection
- Lock Out Tag Out (Standard)
- Wash condenser coils with water if reasonably accessible
- Remove Lock Out Tag Out
- Return Unit to Normal Operation

PRICING AND ACCEPTANCE

Smith Mechanical Electrical Plumbing

Site Address:
 Rose Avenue Elementary
 220 South Driskill Street
 Oxnard, CA 93030

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Select Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	\$24,027.09	\$24,027.09	Annual

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 1 year, beginning August 1, 2024. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on July 31, 2025, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 3253 E Imperial Highway, Brea, CA 92821.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to



the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This agreement is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____	_____
Authorized Representative	Submitted By: Nate Yi
_____	Proposal Date: July 16, 2024
Printed Name	Cell: (714) 398-1569
_____	Office: (714) 983-0505
Title	License Number: 1066318
_____	_____
Purchase Order	Authorized Representative
_____	_____
Acceptance Date	Title

	Signature Date

The Initial Term of this Service Agreement is 1 year, beginning August 1, 2024.
 Total Contract Amount: \$24,719.09 USD.



TERMS AND CONDITIONS

“Company” shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions (“Terms”) are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the following commercial services as stated in the Proposal (collectively, the “Services”): inspection, maintenance and repair (the “Maintenance Services”) on equipment (the “Covered Equipment”), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as “Intelligent Services”).

COMPANY’S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s Terms and Conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Customer’s acceptance of performance by Company will in any event constitute an acceptance by Customer of Company’s Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the “Service Fees”) are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company’s normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company’s invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer’s bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer’s telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer’s communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer’s existing equipment; (h) The normal function of starting and stopping equipment or the opening



and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE INTELLIGENT SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold



harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (1122)
Supersedes 1-26.130-7 (0821)



SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no



longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

- e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.



13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023



APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



Contingency	Owner	<input checked="" type="checkbox"/>	Oxnard School District
Draw	Architect	<input checked="" type="checkbox"/>	IBI Group
Request (CDR)	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction 200 East Driskill St. Oxnard, CA 93030	Change Order Request #: 210 R1 Date: 6-10-2025
TO: Oxnard School District 1051 South A. Street Oxnard, CA 93030	

The Contract is changed as follows:

<p>Reference: Cost Event 365 – CDR 210 R1 – Offsite Improvements Approval Delay – Extended Overhead, Labor Cost Increases, and Project Re-Sequencing (Taft Electric)</p> <p>Taft Electric Company is formally submitting a request for a change order due to a significant project schedule extension of approximately 550 additional working days.</p> <p>The original Notice to Proceed (NTP) issued in November 2021 established the Phase 1 construction completion date as February 23, 2023. However, per the most recent October 2024 CPM schedule update, the revised completion date has been extended to May 13, 2025. This extended duration has resulted in increased overhead, labor costs, and adjustments to project sequencing.</p> <p>Additional Delays Attributed to District Responsibilities: - Delayed delivery of exterior WAPs by the District - Over one-year delay in the delivery of AV equipment - Delays in setting light pole fixtures at the Parent Drop-Off area - Offsite improvement approval delays impacting completion of remaining electrical scope A detailed breakdown of the justification of the costs is attached for your review.</p>	<p>\$ 1,227,519.00</p>
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- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance TIA #4 Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
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2503211025

By: <u><i>[Signature]</i></u>	By: _____	By: <u><i>[Signature]</i></u>
Date: <u>2025-06-10</u>	Date: _____	Date: <u>6/10/25</u>

OWNER - Oxnard School District

By: *[Signature]* Date: 6-13-25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	6-11-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference: Cost Event 365 – CDR 210 R1 – Offsite Improvements Approval Delay – Extended Overhead, Labor Cost Increases, and Project Re-Sequencing (Taft Electric)

Taft Electric Company is formally submitting a request for a change order due to a significant project schedule extension of approximately 550 additional working days.

The original Notice to Proceed (NTP) issued in November 2021 established the Phase 1 construction completion date as February 23, 2023. However, per the most recent October 2024 CPM schedule update, the revised completion date has been extended to May 13, 2025. This extended duration has resulted in increased overhead, labor costs, and adjustments to project sequencing.

Additional Delays Attributed to District Responsibilities:

- Delayed delivery of exterior WAPs by the District
- Over one-year delay in the delivery of AV equipment
- Delays in setting light pole fixtures at the Parent Drop-Off area
- Offsite improvement approval delays impacting completion of remaining electrical scope

A detailed breakdown of the justification of the costs is attached for your review.

A. Subcontractor's Cost			
Taft Electric	\$	1,010,982.00	
O&P at 10%	\$	101,098.20	
Bonds @ 1%	\$	11,335.25	
Insurance @ 1%	\$	10,109.82	
		Subtotal B: \$	1,133,525.27
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	56,676.26	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	56,676.26
D. Bond at 1%		Subtotal D: \$	12,275.19
E. Builders Risk Insurance at 1%		Subtotal E: \$	12,275.19
F. General Liability at 1.04%		Subtotal F: \$	12,766.20
Grand Total = (A + B + C + D + E + F)		\$	1,227,519.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Dennis Kuykendall, Director - Ventura

 Print Name & Title (General Contractor)



 Signature

2025-06-10

 Date

TAFT ELECTRIC COMPANY

ELECTRICAL CONTRACTORS
STATE LICENSE NO. 772245, DIR# 100000149
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.

For settlement purposes only

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beyond the original completion date.

<u>Item Description</u>	<u>Actual Costs 2/24/23 to date</u>
Foreman costs	\$132,571
Project Engineer	\$ 10,131
Superintendent	\$ 19,306
Project Manager	\$ 62,778
Warehouse Support	\$ 9,320
District Manager (estimated) 12hrs a month @ \$175/hr -21Months	<u>\$ 44,100</u>
	\$278,206

Taft has determined that the extended costs for the foreman, project engineer, superintendent, project manager, warehouse support, and district manager total \$278,206. The requested amount of \$319,936.00 includes these direct costs along with associated support, coordination, and administrative expenses related to the extended project duration.

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 increases were \$3.10/hr on average for the (4) 6-month periods of labor adjustments. If a task per the new schedule was pushed into one of these new periods, we have increased labor costs based on the hours required 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 11,926 hours extending beyond the initial contract completion date, the resulting additional labor costs total \$36,970. The total amount requested, which includes associated administrative and project support costs, is \$42,516.00.

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.

Uncompensated Production Cost	\$461,943
<hr/>	
Inefficient Field Production cost due Taft	\$461,943

For settlement purposes only

Extended Daily Job Cost	\$ 186,587
Extended Foreman/Managerial	\$ 319,936
Labor Escalation Costs	\$ 42,516
Field production labor inefficiency	\$ 461,943

Total \$1,010,982.00

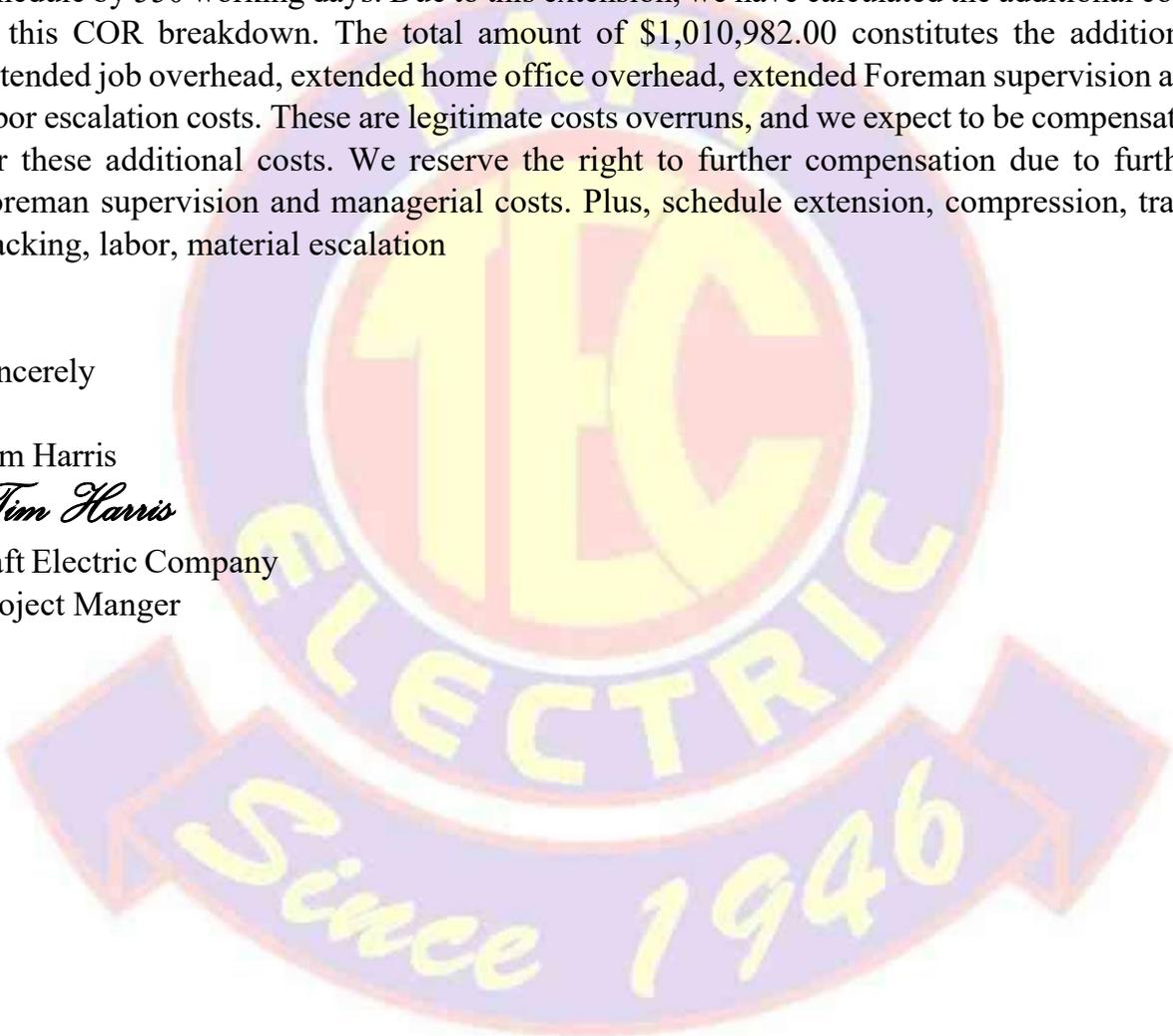
The schedule has been extended from the original bid schedule to the latest CPM May 2024 schedule by 550 working days. Due to this extension, we have calculated the additional costs in this COR breakdown. The total amount of \$1,010,982.00 constitutes the additional extended job overhead, extended home 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



For settlement purposes only

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Contingency

Draw

Request (CDR)

Owner Oxnard School District
 Architect IBI Group
 Contractor Balfour Beatty
 PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
 200 East Driskill St.
 Oxnard, CA 93030

Change Order Request #: 382

Date: 5-19-2025

TO: Oxnard School District
 1051 South A. Street
 Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 365 – CDR 382 – StormTech Inspection & Backflow Prep (Burns Pacific)	
This Change Order covers additional work performed by Burns Pacific on 04/26/25.	\$ 1,776.00
- COR No. 46 - Report No. 4016: Inspected StormTech; began 1-1/2" backflow install; protected storm drains.	

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance TIA #4 Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
 Balfour Beatty

ARCHITECT
 IBI Group

PROGRAM MANAGER
 CFW Group, Inc.

RE COMMENTED

By: Rafael Ramirez

By: _____

By: [Signature]

Date: 2025-05-19

Date: _____

Date: 6/10/25

OWNER - Oxnard School District

By: [Signature]

Date: 6-12-25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	5-19-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 382 – StormTech Inspection & Backflow Prep (Burns Pacific)

This Change Order covers additional work performed by Burns Pacific on 04/26/25.

- COR No. 46 - Report No. 4016: Inspected StormTech; began 1-1/2" backflow install; protected storm drains.

A. Subcontractor's Cost			
Burns Pacific			
COR No. 46 - Report No. 4016 (04/26/25)	\$	1,598.98	
Bonds @ 1.5%	\$	24.60	
Insurance @ 1%	\$	16.40	
		Subtotal B: \$	1,639.98
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A	\$	82.00	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	82.00
D. Bond at 1%		Subtotal D: \$	17.76
E. Builders Risk Insurance at 1%		Subtotal E: \$	17.76
F. General Liability at 1.04%		Subtotal F: \$	18.47
Grand Total = (A + B + C + D + E + F)		\$	1,776.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2025-05-19

Print Name & Title (General Contractor)

Signature

Date

CHANGE ORDER REQUEST

COMPANY: Balfour Beatty Construction
ADDRESS: 13520 Evening Creek Drive, Suite 270
 San Diego, CA 92128
JOB LOCATION: Rose Ave. Elementary School

BID NO: 5769
COR NO: 46
PO or RFI NO: N/A
JOB NO: 21-17
BID DATE: 05/16/25
BID REVISION DATE:

REV NO:

CONTACT: Rafael Alamillo
CELL: (805) 208-7462
OFFICE:
EMAIL: ralamillo@balfourbeattyus.com

BY: Michael Moraga
CELL: (805) 320-0518
OFFICE: (805) 371-4171
EMAIL: mmoraga@burnspacific.com

SCOPE OF WORK: Storm Tech & Kitchen Service

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
WORK ITEMS: 04/26/25 Report No. 4016	1	LS	1,598.98	\$1,598.98

Direct Costs Total \$1,598.98

GRAND TOTAL \$1,598.98

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.

BURNS PACIFIC CONSTRUCTION, INC.
EXTRA WORK REPORT BILLING SUMMARY

DATE: 04/26/25

REPORT NO. 4016

COR NO.

WO NO.

JOB DESCRIPTION: Storm Tech & Kitchen Service

JOB NO. 21-17

1.	Labor	Classification	ST Hrs.	Rate	OT Hrs.	Rate	DT Hrs.	Rate	Amount
	E. Solorio	Foreman			2	207.56			\$ 415.12
	H. Farfan	Laborer			2	156.75			\$ 313.50
	A. Sanchez	Laborer			2	156.75			\$ 313.50
	A. Reyes	Laborer			2	156.75			\$ 313.50
									\$ -
									\$ -
									\$ -
									\$ -
	Labor rates include cost of labor, fringe benefits, taxes								Total Labor: \$ 1,355.62

2.	Materials / Equipment Rentals	Amount
	Total Materials / Equipment Rentals:	\$ -

3.	Subcontractors	Amount
		\$ -
		\$ -
	Total Subcontractors:	\$ -

4. EQ ID	Equipment	Hrs.	Rate	Amount
C-21	Crew Truck w/Tools	2	49.00	\$ 98.00
				\$ -
				\$ -
				\$ -
				\$ -
	Total Equipment:			\$ 98.00

TOTAL ITEMS 1 THRU 4: \$ 1,453.62
 ADD OVERHEAD & PROFIT 10% \$ 145.35
 TOTAL ITEMS 1 THRU 4 INCLUDING MARKUP: \$ 1,598.98
 TOTAL AMOUNT FOR THIS REPORT: \$ 1,598.98

BURNS PACIFIC CONSTRUCTION, INC.

EXTRA WORK TICKET

SATURDAY

DATE: 4/26/25

REPORT NO. 4016

JOB NO. 21-17

LOCATION: ON SITE STORM TECH & Kitchen ^{service} COMPANY: Balfour Beatty

JOB DESCRIPTION: Opened up inlet and outlet side of storm tech to inspect debris. No debris in storm itself but there is some dirt on pipe near 90 degree bend to the inlet side. Begin to assemble 1 1/2 backflow service and protect storm drain openings. Rain got to heavy so continue work.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
ED SOLORIO	Fine/operator		2	
Humberto Farfan	LABOR		2	
Alberto Sanchez	LABOR		2	
ANDREW REYES	LABOR		2	

Materials / Equipment Rentals /Subcontractors	Ticket#

EQ ID	Equipment	Hrs.
C-21	Utility crew-TRUCK	2

BPC Foreman: 

Co. Rep. Signature: 102 Tim Hoyt 

Contingency
Draw
Request (CDR)

Owner Oxnard School District
Architect IBI Group
Contractor Balfour Beatty
PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Change Order Request #: 383
Date: 5-20-2025

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 365 – CDR 383 – Cold Patch at Bus Drop-Off	
Provide labor, materials and equipment to place cold patch asphalt; installed and compacted a total of 10 tons at Driskill ramp and bus drop-off area.	\$ 4,506.00

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance TIA #4 Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
Balfour Beatty

ARCHITECT
IBI Group

PROGRAM MANAGER
CFW Group, Inc.

By: Rafael Namillo

By: _____

By: (Signature)

Date: 2025-05-20

Date: _____

Date: 6/10/25

OWNER - Oxnard School District

By: (Signature)

Date: 6-12-25

REC'D - 6/10/25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	5-20-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 383 – Cold Patch at Bus Drop-Off

Provide labor, materials and equipment to place cold patch asphalt; installed and compacted a total of 10 tons at Driskill ramp and bus drop-off area.

A. Subcontractor's Cost			
Burns Pacific	\$	2,382.06	
Inalnd Building	\$	1,564.34	
Bonds @ 1.5%	\$	60.71	
Insurance @ 1%	\$	40.48	
		Subtotal B:	\$ 4,047.59
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	108.16	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C:	\$ 108.16
C. General Contractor's Overhead and Profit*			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	202.38	
Overhead & Profit 10% of Subtotal C	\$	10.82	
		Subtotal C:	\$ 213.20
D. Bond at 1%		Subtotal D:	\$ 45.06
E. Builders Risk Insurance at 1%		Subtotal E:	\$ 45.06
F. General Liability at 1.04%		Subtotal F:	\$ 46.86
Grand Total = (A + B + C + D + E + F)		\$	4,506.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2025-05-20

Print Name & Title (General Contractor)

Signature

Date

CHANGE ORDER REQUEST

COMPANY: Balfour Beatty Construction
ADDRESS: 13520 Evening Creek Drive, Suite 270
 San Diego, CA 92128
JOB LOCATION: Rose Ave. Elementary School

BID NO: 5769
COR NO: 47 **REV NO:**
PO or RFI NO: N/A
JOB NO: 21-17
BID DATE: 05/16/25
BID REVISION DATE:

CONTACT: Rafael Alamillo
CELL: (805) 208-7462
OFFICE:
EMAIL: ralamillo@balfourbeattyus.com

BY: Michael Moraga
CELL: (805) 320-0518
OFFICE: (805) 371-4171
EMAIL: mmoraga@burnspacific.com

SCOPE OF WORK: Imported cold patch for bus drop off

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
WORK ITEMS: 04/30/25 Report No. 4017	1	LS	2,382.06	\$2,382.06

Direct Costs Total \$2,382.06

GRAND TOTAL \$2,382.06

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.

BURNS PACIFIC CONSTRUCTION, INC.

EXTRA WORK TICKET

WEDNESDAY

DATE: 4-30-25

REPORT NO. 4017

JOB NO. 21-17

LOCATION: 220 Dniskill St.

COMPANY: Bulfinch Beatty

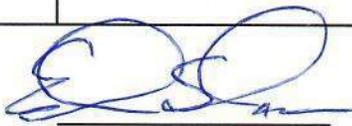
JOB DESCRIPTION:

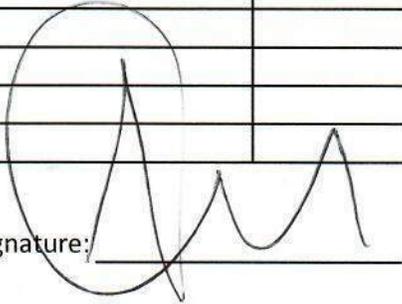
~~FRONT~~ Transport load of Cold patch
to Rose Avenue Elementary
Dniskill Pump / District cold patch work 4/30/25
for bus drop off

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
Tom Tyle	Technician	4		

Materials / Equipment Rentals / Subcontractors	Ticket#
BURNS TRUCKING	5045135
Vulcan materials (Cold mix)	16525360
Vulcan Materials (Cold Mix)	16525381

EQ ID	Equipment	Hrs.
J. 29	10 Wheel	4

BPC Foreman: 

Co. Rep. Signature: 

NON-NEGOTIABLE BILL-OF-LADING AND TRANSPORTATION AGREEMENT

BILL NO.

PRINCIPAL CARRIER BURNS PACIFIC CONST
 ADDRESS 3541 OLD CONEY RD #114
 CITY/STATE/ZIP NEWBURY PARK, CA 91360 PH.

DATE 04-30-25

A- 5045135
 JOB # 21-17
 BROKER #
 TRUCK # 29
 TRAILER #
 CA# 115454

UNDERLYING CARRIER (IF ANY)
 ADDRESS PH.

SHIPPER BALFOUR BEATTY
 ADDRESS DRISKILL
 CITY/STATE/ZIP OXNARD, CA
 POINT OF ORIGIN DRISKILL

RECEIVER JOB # 21-17
 ADDRESS DAILY # 250430A
 CITY/STATE/ZIP EWING # 4017
 POINT OF DESTINATION VULCAN

EQUIPMENT TYPE
 10-WHEELER
 SUPER-10
 STRONG ARM
 SUPER TAG
 TRANSFER
 DBL BOTTOMS
 SEMI-BOTTOM
 END DUMP
 SIDE DUMP
 TRUCK & PUP
 WATER TRUCK
 FLAT BED
 MIXER
 SWEEPER
 OTHER
 HOURLY TONNAGE PER LOAD
 RATE @ \$ _____

TAG NO.	WEIGHT	COMMODITY	LOADING		UNLOADING		STANDBY TIME	BREAKDOWN OR REASON FOR DELAY
			ARRIVE	DEPART	ARRIVE	DEPART		
1								
2	<u>2</u>	<u>LOADS OF COLD MIX</u>			<u>TO DRISKILL</u>			
3					<u>VULCAN # 165</u>	<u>25360</u>		
4						<u>165</u>	<u>25381</u>	
5		<u>DRISKILL COLD PATCH</u>						
6		<u>RAMP FOR BUSES DRAG OFF</u>						
7								
8								
9								
10								
11								
12								
13								
14								
15								

REPORTING TIME <u>6:130</u>	ENDING TIME <u>10:130</u>	TOTAL TIME <u>4</u>	DEDUCTIBLE TIME <u>-</u>	NET TIME <u>4</u>	TOTAL TONS	ACCESSORIAL OTHER
START DRIVING TIME LAST TRIP	ARRIVAL TIME AT DUMP LAST TRIP	END LOADING LAST TRIP	RUNNING TIME LAST TRIP	SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE		TOTAL CHARGES

T.M.P. DRIVER SIGNATURE [Signature] SHIPPER/RECEIVER (AGENT OR DEBITOR) SIGNATURE

ORIGINAL



SHIP TO:
FOB SATICOY ASPHALT* - WES - 2
FOB SATICOY
DRISCOLL AVE,OXNARD
OXNARD,CA,93036

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

Calmat Co dba Vulcan Materials Co
Lockbox 55572
Los Angeles, CA 90074-5572, US
Phone: 1-800-777-8752 or
help@vmcmail.com

CUSTOMER NO: **94769-213860**
 INVOICE NO: **3329104**
 INVOICE DATE: **04/30/2025**
 INVOICE AMT: **1,456.75**
 ORDER: **2122**
 DUE DATE: **05/15/2025**

INVOICE

SOLD TO:
BURNS PACIFIC
3541 OLD CONEJO RD STE 114
NEWBURY PARK, CA 91320

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.		TAXES: CALIFORNIA VENTURA	PERCENT: 6.00% 1.25%	AMOUNT: 81.50 16.99	SALES TAX: 98.49	TOTAL PRODUCT: 1,338.26	Pay this AMOUNT: \$1,456.75
TOTAL QUANTITY: 11.06	TOTAL LOADS: 2.00			FEES: 0.00	TOTAL FREIGHT: 0.00	TOTAL OTHER: 20.00	
SALES REP Nicole Martinez		PO NUMBER 21-17	REF	CONTRACT NO.	TAX EXEMPT ID.	TERMS NET 15th PROX - Payable in full by the 15th of each month following month of shipment	
INVOICE # 3329104	INVOICE DATE 04/30/2025	CUSTOMER NUMBER 94769-213860	LOCATION 4984-231	LOCATION SATICOY HMA	ORDER 2122	BILL OF LADING	FOB PICKUP

TICKET DETAIL					PRODUCT			FREIGHT			OTHER CHARGES			AMOUNT	
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	AMOUNT
04/30/2025	16525360	03J2		457301 ENVFEE	COLD MIX 3/8 SC8 Environmental Fee -Agg & Asphalt	T	8.94	121.00				L	1.00	10.00	1,081.74 10.00
	16525381	03J2		457301 ENVFEE	COLD MIX 3/8 SC8 Environmental Fee -Agg & Asphalt	T	2.12	121.00				L	1.00	10.00	256.52 10.00

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!

Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, Invoices are sent in one easy to open file directly to your Inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.

Job Information:

Rose Ave ES BP 28 - Site Concrete - 21-042
 220 S Driskill St
 Oxnard, CA 93030
Client: Oxnard School District

Proposed Change Order

PCO Number: 22
 PCO Date: Apr 30, 2025
PCO Valid for 30 Days

Attention: Balfour Beatty Construction

From: Cliff Rodrick, cliff@ibccinc.com

<i>Description of Work</i>
COR #022 - CE-379 - Temporary Pedestrian Path (T/M) Labor Cost Associated with temporary pedestrian path.

Self-Perform Work

Description	Cost	Markup %	Markup	Price
Labor - 12 Hours @ \$97.37	\$1,168.44	10.00%	\$ 116.84	\$1,285.28
Equipment - Skid Steer 2 Hours	\$124.41	10.00%	\$ 12.44	\$136.85

Subcontract Work

Vendor	Cost	Markup %	Markup	Price
--------	------	----------	--------	-------

Summary	
Total Cost	\$1,422.13
Total Markup	\$142.21
Subtotal	\$1,564.34
Additional Days	0.00

T&M Ticket #1

Performed on	Apr 30, 2025	Reference #	CE#379 extra work code 204
Location		Ordered by	Shane Ward (Inland Building Construction Companies Inc)
Status	In Progress		
Description	Place cold patch asphalt per CE# 379, 10 tons total install and compact		

Labor (3)

Employee	Classification	Time Type	Hours
David Tolman	Carpenter Journeyman	Regular Time	4.00
Shane Ward (Inland Building Construction Companies Inc)	Superintendent	Regular Time	4.00
Matthew Ward	Carpenter Journeyman	Regular Time	4.00
Total:			12.00

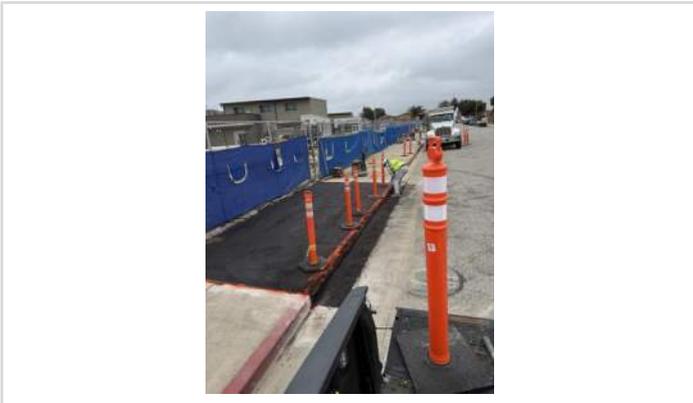
Materials (1)

Material	Description	Unit	Quantity
NA	NA	ea	1.00
Total:			1.00

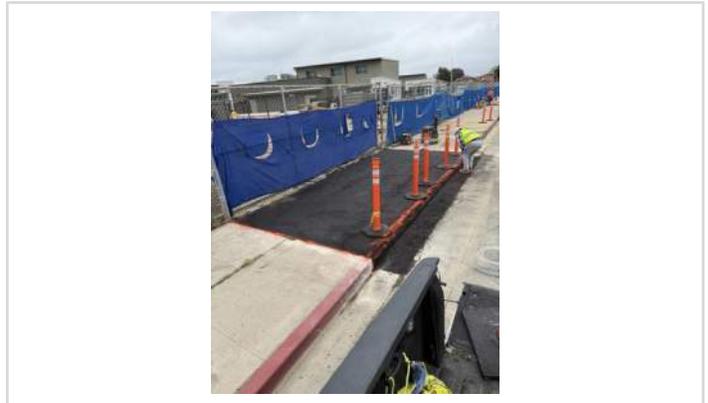
Equipment (1)

Equipment	Description	Unit	Quantity
Skidsteer	Tractor	Hours	2.00
Total:			2.00

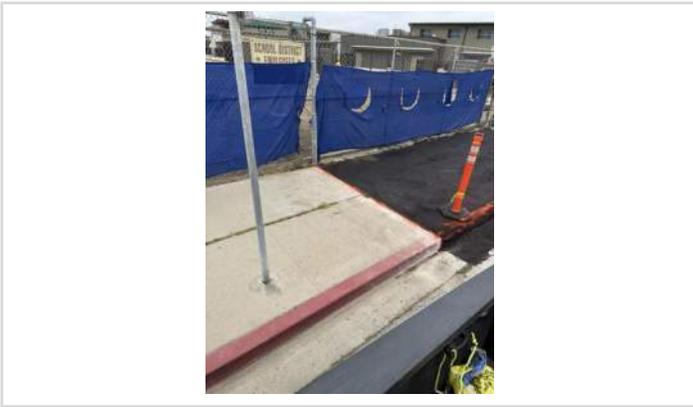
Attachments



[1746118757045.920898_templImage.jpeg](#)



[1746118756991.945068_templImage.jpeg](#)



[1746118757091.212891_templImage.jpeg](#)

Approvals

COMPANY SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE

Notes

Vibra plate compactor

From: Garcia, Alex AlexGarcia@Balfourbeattyus.com

Subject: Rose Ave: Temporary Pedestrian Path

Date: April 29, 2025 at 7:13 PM

To: Shane Ward shane@ibccinc.com, Jeff Murray jeff@ibccinc.com, Cliff Rodrick cliff@ibccinc.com

Cc: Alamillo, Rafael RAlamillo@Balfourbeattyus.com, Kuykendall, Dennis DKuykendall@Balfourbeattyus.com, Carbajal, Filbert FCarbajal@Balfourbeattyus.com

AG

Shane per our call tomorrow morning we must provide a temporary pedestrian path across the south ramp that was removed. The District and the City have directed for the installation to be completed by noon. What will need from Inland will be the grading, forming, and finishing of the cold patch. We have asked Burn to deliver the cold patch in the morning. Please track the costs and time for the work. I will get with Ralph to issue a CE. I'll see you at the site first thing morning.



Alexander Garcia

Project Superintendent | Balfour Beatty

C: 805-400-5787

E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty



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Traffic Technologies, LLC
P.O. Box 5041
Oxnard, Ca 93031-5041

Invoice

Phone: 805-485-0345 Fax: 805-485-7411
A/R Email: adrianav@totalbarricade.com

Date	Invoice #
4/30/2025	50449

Bill To
Balfour Beatty Construction 300 E. Esplanade Dr Suite 1120 Oxnard CA 93036

Ship To
Ordered By: Filbert Carbajao

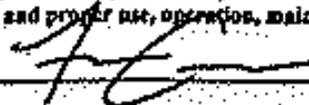
P.O. Number	Terms	Ship	Sales Rep	F.O.B.	Blanket P.O.	Job #
	Net 30	4/30/2025	CB			

Quantity	Description	Price Each	Amount
2	PADDLE, STOP/SLOW HIGH INTENSITY **ROSE AVE ELEMENTARY**	49.50	99.00

NO RETURNS AFTER 15 DAYS. NO RETURNS ON SIGNS & VINYL DECALS. 15% restocking charge.

PLEASE READ

By signing this sales agreement customer agrees to all terms and conditions shown on the back of this sales agreement. Upon delivery customer assumes full responsibility for all items, including their safety and proper use, operation, maintenance, storage & transportation.

Signature:  Print: _____

Date: _____

Sales Tax (9.25%)	\$9.16
Total	\$108.16
Payments/Credits	\$0.00
Balance Due	\$108.16

Contingency

Draw

Request (CDR)

Owner Oxnard School District
 Architect IBI Group
 Contractor Balfour Beatty
 PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
 200 East Driskill St.
 Oxnard, CA 93030

Change Order Request #: 384
 Date: 5-19-2025

TO: Oxnard School District
 1051 South A. Street
 Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 365 – CDR 384 – Storm Drain Line Lowering – East Parking Lot	
This Change Order covers additional work performed by Burns Pacific on 04/29/25 and 04/30/25.	\$ 7,908.00
- COR No. 48 - Report Nos. 4018 & 4020: Lowered 12" & 6" SD lines; re-trenched, replaced damaged pipe, backfilled.	

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance TIA #4 Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
 Balfour Beatty

ARCHITECT
 IBI Group

PROGRAM MANAGER
 CFW Group, Inc.

R. Beatty

By: *Rafael Ramirez*

By: _____

By: *[Signature]*

Date: 2025-05-19

Date: _____

Date: 6/10/25

OWNER - Oxnard School District

By: *[Signature]*

Date: 6-12-25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	5-19-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 384 – Storm Drain Line Lowering – East Parking Lot

This Change Order covers additional work performed by Burns Pacific on 04/29/25 and 04/30/25.

- COR No. 48 - Report Nos. 4018 & 4020: Lowered 12" & 6" SD lines; re-trenched, replaced damaged pipe, backfilled.

A. Subcontractor's Cost			
Burns Pacific			
COR No. 48 - Report Nos. 4018 & 4020 (04/29/25–04/30/25)	\$	7,119.27	
Bonds @ 1.5%	\$	109.53	
Insurance @ 1%	\$	73.02	
		Subtotal B: \$	7,301.82
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
			* N/A for Contingency Draw Requests
Overhead & Profit 5% of Subtotal A	\$	365.09	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	365.09
D. Bond at 1%		Subtotal D: \$	79.08
E. Builders Risk Insurance at 1%		Subtotal E: \$	79.08
F. General Liability at 1.04%		Subtotal F: \$	82.24
Grand Total = (A + B + C + D + E + F)		\$	7,908.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty		2025-05-19
Print Name & Title (General Contractor)	Signature	Date

BURNS PACIFIC CONSTRUCTION, INC.

EXTRA WORK TICKET

DATE: 4-29-25

REPORT NO. 4018

TUESDAY

JOB NO. 2117

LOCATION: EAST PARKING lot 12" & 6" lower line

COMPANY: Darpan Beatty

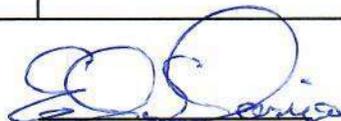
JOB DESCRIPTION: Work order to lower 12" storm drain pipe and 6" line. Open Trench and Remove storm drain pipe. ~~OPEN~~ New TRENCH AND grade layout pop out holes at Bubbler 4 and 5.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
<u>ED Solorio</u>	<u>Fork Operator</u>	<u>5</u>		
<u>Humberto Farfan</u>	<u>Pipe layer</u>	<u>5</u>		
<u>ANDREW REYEN</u>	<u>Pipe layer</u>	<u>5</u>		

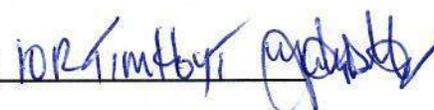
Materials / Equipment Rentals /Subcontractors	Ticket#

EQ ID	Equipment	Hrs.
<u>420F CAT</u>	<u>BACKHUE</u>	<u>5</u>
<u>C-21</u>	<u>UTILITY TOW TRUCK</u>	<u>5</u>

BPC Foreman:



Co. Rep. Signature:



BURNS PACIFIC CONSTRUCTION, INC.

EXTRA WORK TICKET

DATE: 4-30-25

REPORT NO. 4020

WEDNESDAY

JOB NO. 21-17

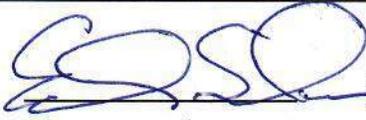
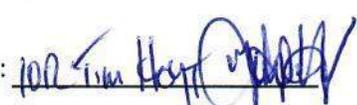
LOCATION: EAST Parking lot lowering 12" x 6" s/d COMPANY: BBC

JOB DESCRIPTION: SAW CUT Flow line inverts on Drain - Bubbler Boxes
lay pipe and center lines, Compact First Lift of Soil over
pipe zone. Replaced only Damaged pipe or Fittings.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
Ed Solorio	Fore/Operator	6		
Humberto Fawfan	Pipelayer	6		
CARIS RODRIGUEZ	Laborer	6		
Andrew Reyes	Laborer	6		

Materials / Equipment Rentals / Subcontractors	Ticket#

EQ ID	Equipment	Hrs.
299 CAT	LOADER	6
BPC	WACKER COMPACTOR	6

BPC Foreman:  Co. Rep. Signature: 

Contingency
Draw
Request (CDR)

Owner Oxnard School District
Architect IBI Group
Contractor Balfour Beatty
PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Change Order Request #: 385
Date: 5-19-2025

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 365 – CDR 385 – Sidewalk Demo at La Puerta & Driskill	
This Change Order covers additional work performed by Burns Pacific on 04/30/25.	\$ 3,384.00
- COR No. 49 - Report No. 4019: Demo/removed sidewalks at La Puerta & Driskill per City inspector.	

- The cost of this work will be drawn from E&O Contractor Contingency:
 The cost of this work will be drawn from Project Allowance TIA #4 Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
Balfour Beatty

ARCHITECT
IBI Group

PROGRAM MANAGER
CFW Group, Inc.

Recommended

By: Rafael Ramirez

By: _____

By: [Signature]

Date: 2025-05-19

Date: _____

Date: 6/10/25

OWNER - Oxnard School District

By: [Signature]

Date: 6-12-25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	5-19-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 385 – Sidewalk Demo at La Puerta & Driskill

This Change Order covers additional work performed by Burns Pacific on 04/30/25.

- COR No. 49 - Report No. 4019: Demo/removed sidewalks at La Puerta & Driskill per City inspector.

A. Subcontractor's Cost			
Burns Pacific			
COR No. 49 - Report No. 4019 (04/30/25)	\$	3,046.38	
Bonds @ 1.5%	\$	46.87	
Insurance @ 1%	\$	31.24	
		Subtotal B: \$	3,124.49
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
Overhead & Profit 5% of Subtotal A	\$	156.22	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	156.22
D. Bond at 1%			
		Subtotal D: \$	33.84
E. Builders Risk Insurance at 1%			
		Subtotal E: \$	33.84
F. General Liability at 1.04%			
		Subtotal F: \$	35.19
Grand Total = (A + B + C + D + E + F)		\$	3,384.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2025-05-19

Print Name & Title (General Contractor)

Signature

Date

CHANGE ORDER REQUEST

COMPANY: Balfour Beatty Construction
ADDRESS: 13520 Evening Creek Drive, Suite 270
 San Diego, CA 92128
JOB LOCATION: Rose Ave. Elementary School

BID NO: 5769
COR NO: 49
PO or RFI NO: N/A
JOB NO: 21-17
BID DATE: 05/16/25
BID REVISION DATE:

REV NO:

CONTACT: Rafael Alamillo
CELL: (805) 208-7462
OFFICE:
EMAIL: ralamillo@balfourbeattyus.com

BY: Michael Moraga
CELL: (805) 320-0518
OFFICE: (805) 371-4171
EMAIL: mmoraga@burnspacific.com

SCOPE OF WORK: La Puerta & Driskill Sidewalks.

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
WORK ITEMS:				
04/30/25 Report No. 4019	1	LS	3,046.38	\$3,046.38

Direct Costs Total \$3,046.38

GRAND TOTAL \$3,046.38

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.

BURNS PACIFIC CONSTRUCTION, INC.

EXTRA WORK TICKET

DATE: 4-30-25

REPORT NO. 4019

WEDNESDAY

JOB NO. 2117

LOCATION: La Puente Diskill Sidewalks

COMPANY: BBB

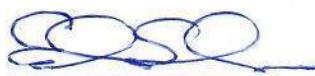
JOB DESCRIPTION: Saw cut demo and remove sidewalk sections
AS PER CITY OF DOWNS INSPECTOR. Saw cut demo and
haul off extra broken concrete slabs.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
Darryl Boyd	OPERATOR	4		
Alberto Sanchez	LABORER	4		
Tom Tyler	TEAMSTER	4		

Materials / Equipment Rentals / Subcontractors	Ticket#
Burns Trucking TICKET	A-5045136

EQ ID	Equipment	Hrs.
420 CAT	DOCKTRUCK	4
299 CAT	SKID STEER	4
BPC 299	BREAKER ATTCH. Hammer	4
BPC	CONCRETE SAW	MIN

BPC Foreman:



Co. Rep. Signature:



NON-NEGOTIABLE BILL-OF-LADING AND TRANSPORTATION AGREEMENT

BILL NO.

PRINCIPAL CARRIER BURNS PACIFIC CONST

DATE 04-30-25

A- 5045136

ADDRESS 3541 OLD CONEJO RD #114

JOB # 21-17

CITY/STATE/ZIP NEWBURY PARK, CA 91320 PH.

BROKER #

TRUCK # 29

UNDERLYING CARRIER (IF ANY)

TRAILER #

ADDRESS PH.

CA# 115454

SHIPPER BALFOUR BRATTY

RECEIVER JOB# 21-17 BBC

ADDRESS DRISKILL

ADDRESS DAILY # 250430A

CITY/STATE/ZIP OXNARD, CA

CITY/STATE/ZIP EWING # 4019

POINT OF ORIGIN

POINT OF DESTINATION ON-SITE

EQUIPMENT TYPE

10-WHEELER SUPER TAG END DUMP FLAT BED HOURLY TONNAGE PER LOAD

SUPER-10 TRANSFER SIDE DUMP MIXER

STRONG ARM DBL BOTTOMS TRUCK & PUP SWEEPER

SEMI-BOTTOM WATER TRUCK OTHER

RATE @ \$ _____

TAG NO.	WEIGHT	COMMODITY	LOADING		UNLOADING		STANDBY TIME	BREAKDOWN OR REASON FOR DELAY
			ARRIVE	DEPART	ARRIVE	DEPART		
1								
2	1	LOAD to Recycle Dump					\$ 225.00	
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

REPORTING TIME <u>10:30</u>	ENDING TIME <u>3:00</u>	TOTAL TIME <u>4 1/2</u>	DEDUCTIBLE TIME <u>1/2</u>	NET TIME <u>4</u>	TOTAL TONS	ACCESSORIAL OTHER
START DRIVING TIME LAST TRIP	ARRIVAL TIME AT DUMP LAST TRIP	END LOADING LAST TRIP	RUNNING TIME LAST TRIP	SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE		TOTAL CHARGES

[Signature]

DRIVER SIGNATURE

SHIPPER/RECEIVER (AGENT OR DEBITOR) SIGNATURE

ORIGINAL



SHIP TO:
FOB SATICOY RECYCLE* - WES - 2
DRISCOLL AVE
FOB SATICOY RECYCLE
OXNARD,
OXNARD, CA, 93036

SOLD TO:
BURNS PACIFIC
3541 OLD CONEJO RD STE 114
NEWBURY PARK, CA 91320

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:
Calmat Co dba Vulcan Materials Co
Lockbox 55572
Los Angeles, CA 90074-5572, US
Phone: 1-800-777-8752 or
help@vmcmail.com

CUSTOMER NO: **94769-213860**
 INVOICE NO: **3356344**
 INVOICE DATE: **05/07/2025**
 INVOICE AMT: **225.00**
 ORDER: **2123**
 DUE DATE: **06/15/2025**

INVOICE

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.		TAXES:	PERCENT:	AMOUNT:	SALES TAX:	TOTAL PRODUCT:	Pay this AMOUNT:
TOTAL QUANTITY: 1.00		TOTAL LOADS: 1.00			0.00	225.00	
					FEES:	0.00	
						0.00	
TOTAL OTHER:						0.00	\$225.00
SALES REP: Nicole Martinez		PO NUMBER: 21-17		REF:	CONTRACT NO.:	TAX EXEMPT ID.:	TERMS: NET 15th PROX - Payable in full by the 15th of each month following month of shipment
INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING	FOB
3356344	05/07/2025	94769-213860	4984-171	SATICOY RECYCLE	2123		PICKUP

TICKET DETAIL						PRODUCT			FREIGHT			OTHER CHARGES			AMOUNT
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	
05/05/2025	22092071	03J2		8LJJ1	MIXED CONCRETE/AC	L	1.00	225.00							225.00

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!

Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, Invoices are sent in one easy to open file directly to your Inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.

Contingency Draw Request (CDR)	Owner	<input checked="" type="checkbox"/>	Oxnard School District
	Architect	<input checked="" type="checkbox"/>	IBI Group
	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Change Order Request #: 386
Date: 5-21-2025

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

<p>Reference Cost Event 365 – CDR 386 – Asbestos Pipe Removal</p> <p>Remove and properly dispose of approximately 100 linear feet of 4" asbestos-containing Transite pipe from an existing stockpile located at the end of the construction site.</p>	<p>\$ 3,055.00</p>
---	--------------------

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance TIA #4 Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
Balfour Beatty

ARCHITECT
IBI Group

PROGRAM MANAGER
CFW Group, Inc.

recommended

By: Rafael Ramirez

By: _____

By: [Signature]

Date: 2025-05-21

Date: _____

Date: 6/10/25

OWNER - Oxnard School District

By: [Signature]

Date: 6-12-25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	5-21-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 386 – Asbestos Pipe Removal

Remove and properly dispose of approximately 100 linear feet of 4" asbestos-containing Transite pipe from an existing stockpile located at the end of the construction site.

A. Subcontractor's Cost			
Standard Industries	\$	2,750.00	
Bonds @ 1.5%	\$	42.31	
Insurance @ 1%	\$	28.21	
		Subtotal B: \$	2,820.51
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	141.03	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	141.03
D. Bond at 1%		Subtotal D: \$	30.55
E. Builders Risk Insurance at 1%		Subtotal E: \$	30.55
F. General Liability at 1.04%		Subtotal F: \$	31.77
Grand Total = (A + B + C + D + E + F)		\$	3,055.00

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)



Signature

2025-05-21

Date



PROPOSAL / AGREEMENT

CLIENT: Standard Industries, Inc.
Randy Mays
1905 Lirio Ave.
Ventura, CA 93004

May 12, 2025

Office: (805) 643-6669
Cell: (805) 207-6140
Email: Randy@standard1.com

PROJECT ADDRESS: 220 South Driskill Street
Oxnard, CA 93030

DIR # 1000021207
CSLB# 989629
DOSH # 1095
Prevailing Wage

PROJECT SCHOOL NUMBER: 9981-STD Rose Avenue Elementary
Asbestos Transite Pipe Disposal

VenTERRA Environmental, Inc. (VTE) is pleased to submit this **Asbestos Disposal Proposal** for packaging, manifesting and disposal of accumulated **Asbestos Transite pipe**. All work will be performed as described below.

SCOPE OF WORK:

1. Remove **100 ft of 4” asbestos Transite pipe** from a stockpile located at the end of the construction site.
2. The work area will be delineated with caution tape and asbestos signage.
3. A decontamination unit will be set-up at the entrance of work area for employees to enter and exit the work area.
4. Transite pipes will be packaged, manifested, transported and disposed of as nonfriable asbestos.
5. VTE is not responsible for any asbestos below the soil surface.
6. All work will be performed in one mobilization, during regular business hours, Monday through Friday.

OWNER'S RESPONSIBILITIES:

- Provide access for VTE truck to backup into Transite pipe stockpile.

COST:.....\$ **2,500.00**

Alt. 1 Please **ADD \$ 500.00** to cost above **if** the VTE truck cannot back into the Transite pipe stockpile.

Thank you for allowing us the opportunity to be of service.
Respectfully,

Larry Jones Project
Manager
Larry@VTenv.com
805-377-7794

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	5-23-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 387 – Otis Elevator Reinspection

This change order covers costs associated with the failed elevator inspection on April 11, 2024. Otis has submitted a cost claim for the necessary corrective work and associated services required to address the issues identified during that inspection.

A. Subcontractor's Cost			
Taft Electric	\$	6,786.73	
O&P @ 10%	\$	678.67	
Bonds @ 1.5%	\$	114.85	
Insurance @ 1%	\$	76.57	
		Subtotal B: \$	7,656.82
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	382.84	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	382.84
D. Bond at 1%		Subtotal D: \$	82.92
E. Builders Risk Insurance at 1%		Subtotal E: \$	82.92
F. General Liability at 1.04%		Subtotal F: \$	86.24
Grand Total = (A + B + C + D + E + F)		\$	8,292.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty



2025-05-23

Print Name & Title (General Contractor)

Signature

Date

Date: 4/19/2024

CHANGE ORDER REQUEST # 2

TO: Tim Harris
Taft Electric Company

Project Name: Oxnard Rose ES
 Project No: F7ND5844
 Contract No(s): N1X642

DESCRIPTION OF ADDITIONAL WORK/CHANGE

Reinspection and Remobilization

Schedule Impact: *Unless noted otherwise, the hours below directly correlate to the schedule impact and additional time required to complete the scope outlined herein.*

Material Cost:	\$ -
	\$ -
Total:	\$ -

Engineering Cost:	
Total:	\$ -

Unit Cost:	\$ 5,500.00
Total:	\$ 5,500.00

	Hours	Rate/Hour	Expenses	
Foreman	0	Straight Time \$ -	Zone Pay (Daily) \$ -	\$ -
Mechanic	0	Over Time \$ -	Per Diem \$ -	\$ -
Apprentice	0	Premium Time \$ -	Travel/Expense \$ -	\$ -
Crew	0	Straight Time \$ -	Mileage \$ -	\$ -
Total:				\$ -

**Any time over the minimum hours quoted, will result in additional time at the current rate.*

All work proposed hereunder shall be done pursuant to the terms and conditions of the existing contract between us and, except as modified herein, the terms and conditions of the referenced contract remains in full force and effect.

Material Tax:	0.00%	\$ -
Material Shipping:	12%	\$ -
Technical Assistance Charge	3.5%	\$ 192.50
Vehicle Surcharge	\$ 209	\$ 209.00
Subtotal		\$ 5,901.50
Bond:		\$ -
Overhead & Profit:	15%	\$ 885.23

TOTAL COST FOR THIS CHANGE ORDER: \$ 6,786.73

Authorization To Proceed With Change:

Authorized Representative:

Company: Taft Electric Company

Company: Otis Elevator Company

Signature: _____

Signature: _____

Name: Tim Harris

Name: _____

Title: _____

Title: _____

Date: _____

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

State Elevator Inspection Deficiency List

TO:	Ruben Ruiz (Arcadis)	FROM:	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	04/15/2024	STATUS:	Open
LOCATION:		DUE DATE:	04/22/2024
PROJECT STAGE:	3. Construction	COST CODE:	
SUB JOB:	001 Construction	SCHEDULE IMPACT:	
COST IMPACT:		SPEC SECTION:	14 24 25 - Holeless Hydraulic Passenger Elevator
DRAWING NUMBER:		REFERENCE:	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Filbert Carbajal (Balfour Beatty) at 10:02 AM on 04/15/2024

We received the State Elevators inspectors list today after inspection on 4/11/24. There are (4) items on the list. The two items concerning the bonding and working clearances have been taken care of. There is a comment about the foot candles at the landing on both 1st and 2nd floor. The inspector had mentioned that one light on each floor needed to be on 24/7 for the elevator access. See attached lighting drawings. Please provide direction. The other comment about the unused wire pulled through the main disconnect shall be removed. The Single line Calls out line wire Y95G which includes a neutral wire to the elevator machine motor through the disconnect. Please provide direction.

Attachments:
[20-2338-Rose_Ave_Elem.School_Reconstruction-110-State_Elevator_Inspection_Deficiency_List-2024-04-12.pdf](#)

Awaiting an Official Response

All Replies:

The requirement is 10fc Average which is provided by calculations. There is no requirement for lights to be on 24/7. These lights are controlled by lighting control panel and are programmed to be on whenever the school is in session.

Bahram Roshanian
 4/5/2024

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

BY _____ DATE _____ COPIES TO _____



Taft Electric
 1694 Eastman Avenue
 Ventura, California 93003
 P: (805) 642-0121

Project: 20-2338 Rose Ave Elem. School Reconstruction
 230 South Driskill Street
 Oxnard, California 93030

RFI #110: State Elevator Inspection Deficiency List

Status	Open		
To	Filbert Carbajal (Balfour Beatty)	From	Tim Harris (Taft Electric Company) 26074 Avenue Hall # 7 Santa Clarita, California 9135
Date Initiated	Apr 12, 2024	Due Date	Apr 22, 2024
Location		Project Stage	Closeout Process
Cost Impact	Yes (Unknown)	Schedule Impact	Yes (Unknown)
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From	Tim Harris (Taft Electric Company)	Sub Job	
Copies To	Rafael Alamillo (Balfour Beatty), Mario Chaidez (Taft Electric Company), Ronald A Franco (Taft Electric Company), Alex Garcia (Balfour Beatty), Abraham Lagos (Taft Electric Company), Chad Myers (Taft Electric Company)		

Activity

Question

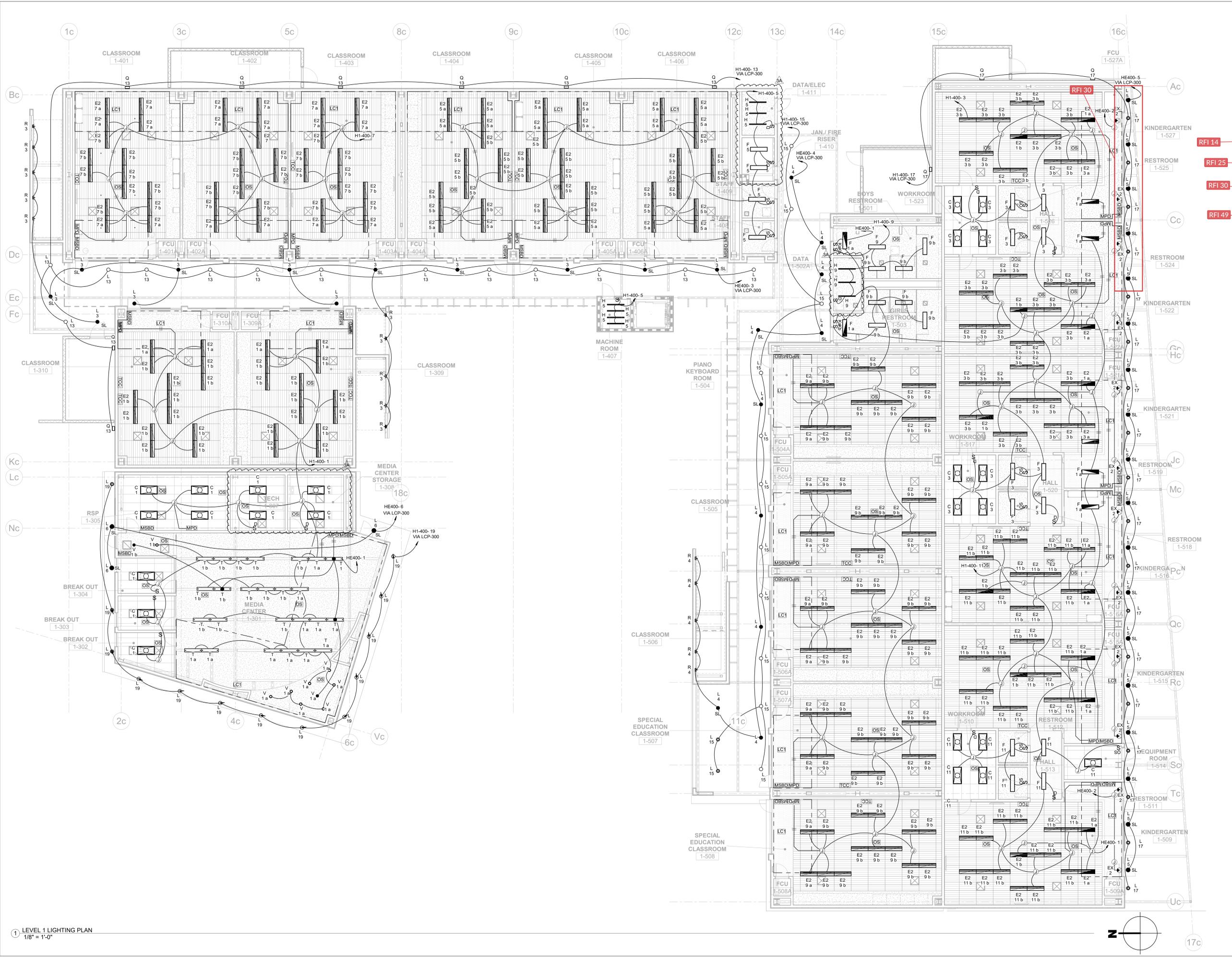
Question from Tim Harris Taft Electric Company on Friday, Apr 12, 2024 at 04:35 PM PDT

We received the State Elevators inspectors list today after inspection on 4/11/24.
 There are 4) items on the list.
 The two items concerning the bonding and working clearances have been taken care of.
 There is a comment about the foot candles at the landing on both 1st and 2nd floor. The inspector had mentioned that one light on each floor needed to be on 24/7 for the elevator access. See attached lighting drawings Please provide direction
 The other comment about the *unused wire pulled through the main disconnect shall be removed*. The Single line Calls out line wire Y95G which includes a neutral wire to the elevator machine motor through the disconnect. Please provide direction.

Attachments

[E2711RC_BUILDING C-LEVEL 1 LIGHTING PLAN Rev.0 markup.pdf](#), [195267 Deficiency Report.pdf](#), [E2721RC_BUILDING C-LEVEL 2 LIGHTING PLAN Rev.0.pdf](#), [E4001R_SINGLE LINE DIAGRAM Rev.0 markup.pdf](#)

Awaiting an Official Response



1 LEVEL 1 LIGHTING PLAN
1/8" = 1'-0"

CLIENT
OXNARD SCHOOL DISTRICT
220 S. Driskill St, Oxnard, CA 93030

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ISSUES
NO. | ISSUANCE | DATE
3A | ADDENDUM 3A | 07/22/2021

RFI 14
RFI 25
RFI 30
RFI 49

CONSULTANTS
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PROFESSIONAL ENGINEER
NO. E-13125
REN. 08-30-22
STATE OF CALIFORNIA

AGENCY INFORMATION:
AGENCY TRACKING NO. | FILE NO.
72538-107 | 56-22
IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
03-119284
AC | FLS | SS
DATE

SEAL
LICENSED ARCHITECT
No. C25387
REN. 04/23
STATE OF CALIFORNIA

PRIME CONSULTANT
IBI
215 W 9th Street, Suite 600
Los Angeles, CA 90015
tel (213) 789-0011 fax (213) 789-0016

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

PROJECT NO: 109990
DRAWN BY: Author | CHECKED BY: Checker
PROJECT MGR: Designer | APPROVED BY: Approver
SCALE: 1/8" = 1'-0" | DATE: 06/05/2019
SHEET TITLE: BUILDING C - LEVEL 1 LIGHTING PLAN

SHEET NUMBER: AD03A | ISSUE: E2711RC

B:\1901\Rose Elementary School\1\109990\Rooses-ALD030-E2711RC.dwg

STATE OF CALIFORNIA
Department of Industrial Relations Division
of Occupational Safety and Health
ELEVATOR UNIT
800 Royal Oaks Drive, Suite 105
Monrovia, CA 91016
(626) 471-6911

Date: 4/11/2024

INITIAL INSPECTION DEFICIENCIES

Company Name : Otis Elevator STATE ID : 195267

Company Address : 2701 Media Center Dr Suite 2 Inspector : ES525

Attention: Alex Duarte Requirements Explained to: Alex Duarte

Project Address : 220 S Driskill Oxnard

On April 11, 2024 The Division attempted to complete a permit inspection at the above address but found the following items in need of correction before a permit to operate can be issued. Please be advised that it will be necessary to complete all of these items before the Division can accept a request and/or established a new inspection date. Any alterations made after the initial inspection may generate additional requirements. A State ID number has been assigned for identification purposes ONLY. This is not a permit to operate the equipment. For further assistance please contact the District Office.

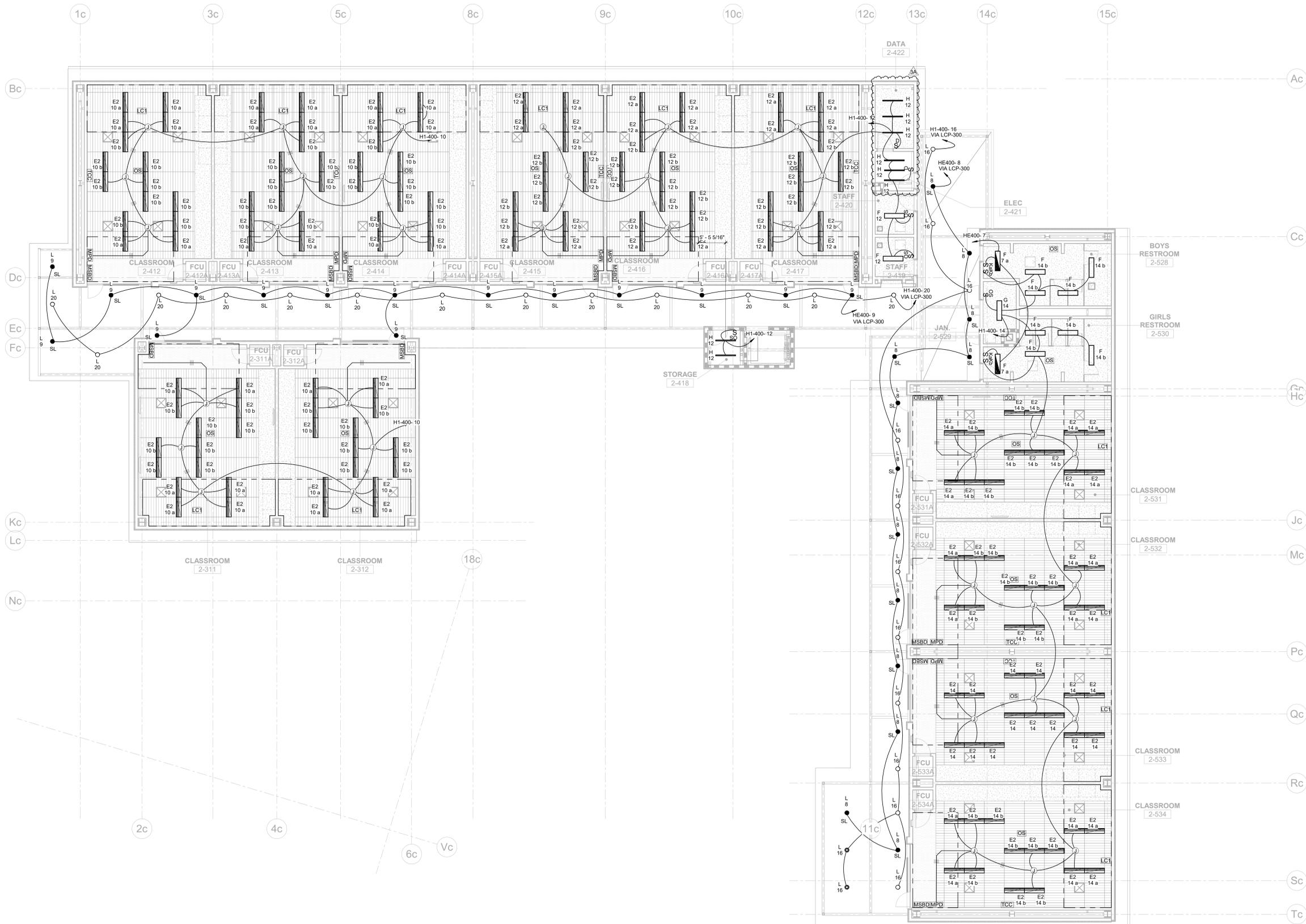
The following items need correction:

§ 3141.7 : [REF. ASME 17.1 Req. 2.11.10.2 ; Req. 3.11 (2004)] The building corridor at the 1st and second floor(s) shall be so lighted that the illumination measured at the landing sill(s) shall not be less than 100 lx (10 fc).

§ 3141 [CEC 620] Proper Bonding or Ground Wire Shall Be provided in the Machine Room Disconnects

§ 3141 [CEC 620] Working Clearances. Working space shall be provided about controllers, disconnecting means, and other electrical equipment 110.26(A).

§ 3141 [CEC 620] Unused wiring pulled through Main Line Disconnect shall be removed.



1 LEVEL 2 LIGHTING PLAN
1/8" = 1'-0"



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220 S. Driskill St, Oxnard, CA 93030

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ISSUES
NO. ISSUANCE DATE
3A / ADDENDUM 3A / / 07/02/2021

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PROFESSIONAL ENGINEER
REGISTERED PROFESSIONAL ENGINEER
NO. E-13125
REN. 08-30-22
ELECTRICAL
STATE OF CALIFORNIA

AGENCY INFORMATION:
AGENCY TRACKING NO. FILE NO.
72538-107 56-22
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ROSHANIAN & ASSOCIATES
No. C25387
REN. 04/23
STATE OF CALIFORNIA

PRIME CONSULTANT
IBI
215 W 9th Street, Suite 600
Los Angeles, CA 90015
tel (213) 789-0011 fax
tel (213) 789-0016

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

PROJECT NO:
109990

DRAWN BY: Author	CHECKED BY: Checker
PROJECT MGR: Designer	APPROVED BY: Approver

SCALE:
1/8" = 1'-0"

DATE:
06/05/2019

SHEET TITLE
**BUILDING C - LEVEL 2
LIGHTING PLAN**

SHEET NUMBER AD03A E2721RC	ISSUE
---	-------

BIN: 3901/Rose Elementary School/TW: 109990/RoseES-BLD002-E2721RC

ROSE AVENUE SCHOOL MSB LOAD CALCULATION

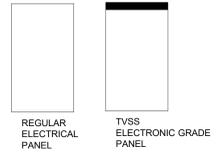
BUILDING 100	84 AMPS
BUILDING 200	173 AMPS
BUILDING 300	548 AMPS
TOTAL MSA LOAD	805 AMPS
TOTAL CAMPUS LOAD ON MSA	668955 VA
TOTAL CAMPUS SF ON MSA	48413 SF
VA/SF	14 VA/SF
IST 3 VA/SF @ 100%	145239 VA
3 TO 20 VA/SF @ 75%	392787 VA
TOTAL DEMAND VA	538026 VA
SUB TOTAL CAMPUS LOAD	647 AMPS
LOAD	194 AMPS
TOTAL NEW LOAD	842 AMPS
INSTALL 277/480V, 3 PHASE, 4 W, 1000A MSB SERVICE SWITCHBOARD	

FEEDER SCHEDULES (below 40% fill)

FEEDER NUMBER	NO. OF CONDUITS	MIN SIZE	NO. OF WIRES	WIRE SIZE	GROUND WIRE SIZE
Y30G	1	3/4"	4	10	12
Y40G	1	1"	4	8	10
Y55G	1	1"	4	6	10
Y70G	1	1 1/4"	4	4	8
Y85G	1	1 1/2"	4	2	8
Y130G	1	1 1/2"	4	1	6
Y150G	1	2"	4	1/0	6
Y175G	1	2"	4	2/0	6
Y200G	1	2"	4	3/0	6
Y230G	1	2 1/2"	4	4/0	4
Y255G	1	3"	4	250	4
Y285G	1	3"	4	300	4
Y310G	1	3"	4	350	2
Y380G	1	4"	4	500	2
Y510G	2	2 1/2"	4	250	1
Y570G	2	3"	4	300	1
Y620G	2	3"	4	350	1
Y760G	2	4"	4	500	1/0
Y1140G	3	4"	4	500	2/0
Y1240G	4	3"	4	350	3/0
Y1900G	5	4"	4	500	4/0
Y2280G	6	4"	4	500	250
Y2660G	7	4"	4	500	350
Y55B	1	1"	4	6	8
Y230B	1	2 1/2"	4	4/0	2

FEEDER NUMBER	NO. OF CONDUITS	MIN SIZE	NO. OF WIRES	WIRE SIZE	GROUND WIRE SIZE
D30G	1	3/4"	2	10	12
D40G	1	1"	2	8	10
D55G	1	1"	2	6	10
D70G	1	1"	2	4	8
D80G	1	1 1/4"	2	2	8
D130G	1	1 1/2"	2	1	6
F30G	1	1"	3	10	10
F45G	1	1"	3	8	10
F55G	1	1"	3	6	10
F70G	1	1 1/4"	3	4	8
F85G	1	1 1/2"	3	2	8
F130G	1	1 1/2"	3	1	6
F150G	1	2"	3	1/0	6
F175G	1	2"	3	2/0	6
F200G	1	2"	3	3/0	6
F230G	1	2"	3	4/0	4
F285G	1	3"	3	250	4
F285G	1	3"	3	300	4
F310G	1	3"	3	350	2
F380G	1	3"	3	500	2
F460G	2	3"	3	400	1
F570G	2	3"	3	300	1
F760G	2	3"	3	500	1/0
F1400G	4	3"	3	500	2/0
F1520G	4	3"	3	500	3/0
F1900G	5	3"	3	500	4/0
F2280G	6	3"	3	500	250

FEEDER NUMBER	NO. OF CONDUITS	MIN SIZE	NO. OF WIRES	PHASE WIRE SIZE	NEUTRAL WIRE SIZE	GROUND WIRE SIZE
E40G	1	1"	4	8	4	10
E55G	1	1"	4	6	2	10
E70G	1	1 1/2"	4	4	1	8
E85G	1	1 1/2"	4	2	2/0	8
E130G	1	2"	4	1	3/0	6
E150G	1	2"	5	1/0	(2) 1/0	6
E175G	1	2"	5	2/0	(2) 2/0	6
E200G	1	2 1/2"	5	3/0	(2) 3/0	6
E230G	1	2 1/2"	5	4/0	(2) 4/0	4
E600G	3	3 1/2"	5	350	(2) 350	1

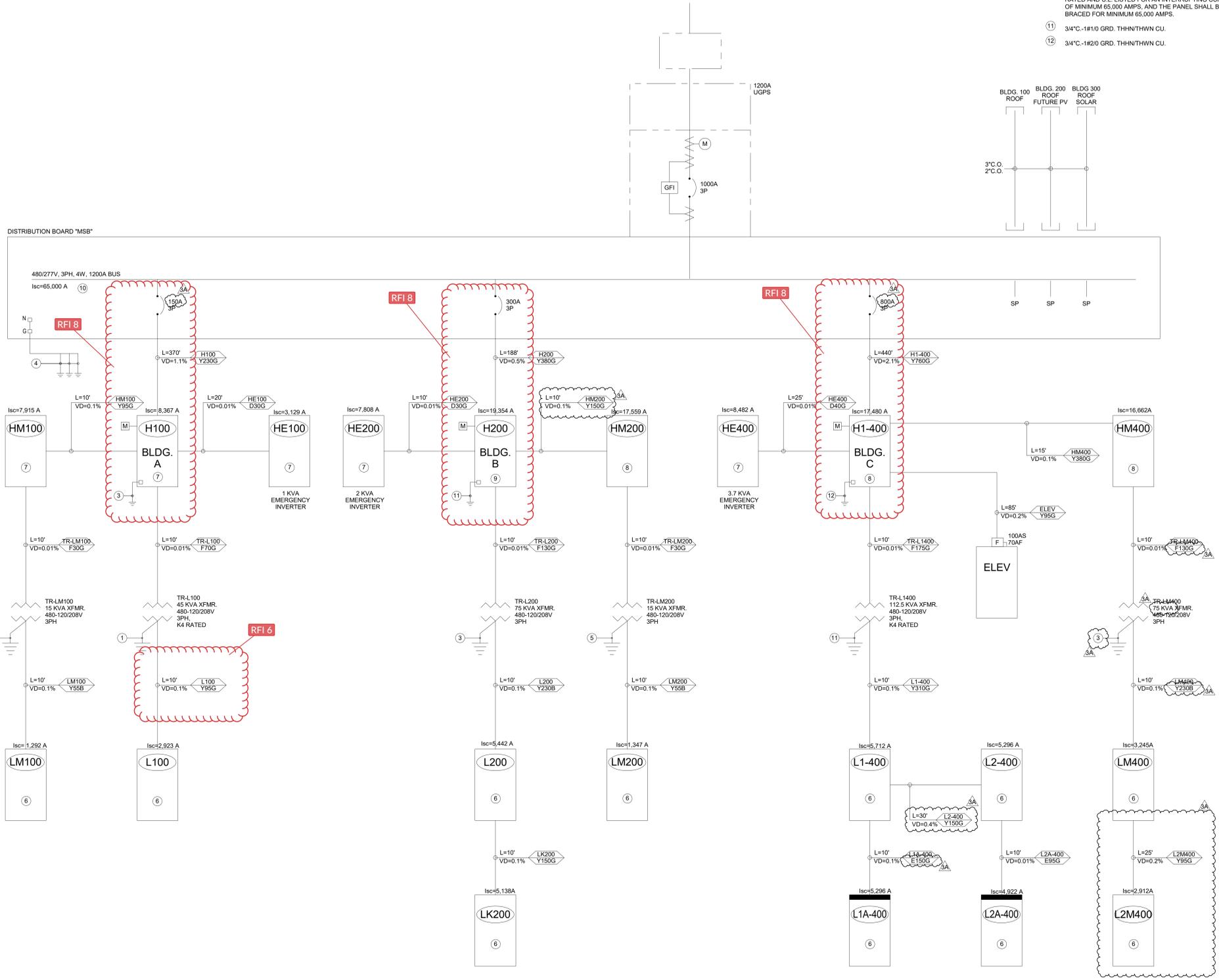


GENERAL NOTES:

- ALL CIRCUIT BREAKERS SHALL BE FULLY RATED.

REFERENCE NOTES:

- 3/4"-1#6 GRD. THHN/THWN CU.
- 3/4"-1#4 GRD. THHN/THWN CU.
- 3/4"-1#2 GRD. THHN/THWN CU.
- 3/4"-1#3/0 GRD. THHN/THWN CU.
- 3/4"-1#8 GRD. THHN/THWN CU.
- ALL CIRCUIT BREAKERS IN THIS PANEL SHALL BE FULLY RATED AND U.L. LISTED FOR AN INTERRUPTING CURRENT OF MINIMUM 10,000 AMPS. AND THE PANEL SHALL BE BRACED FOR MINIMUM 10,000 AMPS.
- ALL CIRCUIT BREAKERS IN THIS PANEL SHALL BE FULLY RATED AND U.L. LISTED FOR AN INTERRUPTING CURRENT OF MINIMUM 14,000 AMPS. AND THE PANEL SHALL BE BRACED FOR MINIMUM 14,000 AMPS.
- ALL CIRCUIT BREAKERS IN THIS PANEL SHALL BE FULLY RATED AND U.L. LISTED FOR AN INTERRUPTING CURRENT OF MINIMUM 18,000 AMPS. AND THE PANEL SHALL BE BRACED FOR MINIMUM 18,000 AMPS.
- ALL CIRCUIT BREAKERS IN THIS PANEL SHALL BE FULLY RATED AND U.L. LISTED FOR AN INTERRUPTING CURRENT OF MINIMUM 22,000 AMPS. AND THE PANEL SHALL BE BRACED FOR MINIMUM 22,000 AMPS.
- ALL CIRCUIT BREAKERS IN THIS PANEL SHALL BE FULLY RATED AND U.L. LISTED FOR AN INTERRUPTING CURRENT OF MINIMUM 65,000 AMPS. AND THE PANEL SHALL BE BRACED FOR MINIMUM 65,000 AMPS.
- 3/4"-1#1/0 GRD. THHN/THWN CU.
- 3/4"-1#2/0 GRD. THHN/THWN CU.



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ISSUES
NO. | ISSUANCE | DATE
1B | ADDENDUM 1B | 06/05/2021
3A | ADDENDUM 3A | 07/02/2021

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PRIME CONSULTANT
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tel (213) 789-0011 fax
R2133-789-0016

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

PROJECT NO:
109990

DRAWN BY: | CHECKED BY:
Author | Checker
PROJECT MGR. | APPROVED BY:
Designer | Approver
SCALE: | DATE:
12" = 1'-0" | 06/05/2019

SHEET TITLE
SINGLE LINE DIAGRAM

SHEET NUMBER | AD03A | ISSUE
E4001R

Contingency
Draw
Request (CDR)

Owner Oxnard School District
Architect IBI Group
Contractor Balfour Beatty
PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Change Order Request #: 388
Date: 5-28-2025

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 365 – CDR 388 – Additional Elevator Maintenance	
Provide elevator maintenance services for an additional 12 months from July 2024 through June 2025. This extension is required due to the revised project schedule, with substantial completion now anticipated in July 2025—at which point the contractually required 12-month elevator service period will commence.	\$ 3,310.00

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance TIA #4 Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
Balfour Beatty

ARCHITECT
IBI Group

PROGRAM MANAGER
CFW Group, Inc.

RE: Oxnard School District

By: Rafael Ramirez

By: _____

By: [Signature]

Date: 2025-05-28

Date: _____

Date: 6/10/25

OWNER - Oxnard School District

By: [Signature]

Date: 6-12-25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	5-28-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 388 – Additional Elevator Maintenance			
Provide elevator maintenance services for an additional 12 months from July 2024 through June 2025. This extension is required due to the revised project schedule, with substantial completion now anticipated in July 2025—at which point the contractually required 12-month elevator service period will commence.			
A.	Subcontractor's Cost		
	Taft Electric	\$	2,709.00
	O&P @ 10%	\$	270.90
	Bonds @ 1.5%	\$	45.84
	Insurance @ 1%	\$	30.56
	Subtotal B:	\$	3,056.31
B.	General Contractor's Cost		
	Material (See attached supporting documentation.)	\$	-
	Taxes at 9.5% of Material	\$	-
	Labor (includes Fringe Benefits)	\$	-
	Payroll Taxes and Insurances at 9.5% of Labor		included above
	Construction Equipment (see attached supporting documentation)	\$	-
	Subtotal C:	\$	-
C.	General Contractor's Overhead and Profit*		* N/A for Contingency Draw Requests
	Overhead & Profit 5% of Subtotal A	\$	152.82
	Overhead & Profit 10% of Subtotal C	\$	-
	Subtotal C:	\$	152.82
D.	Bond at 1%		Subtotal D: \$ 33.10
E.	Builders Risk Insurance at 1%		Subtotal E: \$ 33.10
F.	General Liability at 1.04%		Subtotal F: \$ 34.42
	Grand Total = (A + B + C + D + E + F)	\$	3,310.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty		2025-05-28
Print Name & Title (General Contractor)	Signature	Date



CHANGE ORDER REQUEST

COR #045 Additional Elevator Maintenance

To: Raphael Alamillo Project Manager
Balfour Betty
300 E. Esplanade Drive #1120
Oxnard, CA 93036

From: Tomas Lopez
Phone: (805) 833-0204
Email: tlopez@taftelectric.com

Phone: (805) 206-8614
Email: RALamillo@balfourbettyus.com
CC:

Date Issued: 5/28/25

Requested Amount:	\$ 2,709
--------------------------	-----------------

The change in scope for the amount requested above is as follows:

COR #045

SCOPE: 12 Additional months of monthly elevator maintenance from July 2024 through June 2025. Substantial completion is expected July 2025 when the contractually obligated 12 months of elevator service will begin.

The change in scope is based on the attached back-up and documentation provided along with this proposal. Taft Electric reserves the right to revise or amend this proposal should further work be needed to perform the work related to this scope.

This proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts related but not limited to changes in the sequence of work, trade interference or stacking, disruptions or delays, rescheduling, and/or schedule acceleration. Taft Electric expressly reserves the right to submit additional requests for any of these impacts should any of these conditions arise while performing this work.

Due to continuing disruptions in supply chains, pricing for EMT conduit, GRC conduit, PVC conduits, precast products, and copper wire cannot be guaranteed. Taft Electric reserves the right to re-price these items at any time prior to approval.

This proposal supersedes all previously submitted proposals relating to this same work. Any work from other trades that is required to complete this work is not included as a part of this proposal.

Unless otherwise indicated, this proposal is valid for 30 calendar days from the above date of issuance. Taft Electric reserves the right to revise or amend this proposal should approval or direction to proceed take longer than 30 calendar days.

EXCLUSIONS:

1. Any fireproofing, weatherproofing, or sealing complete of exterior penetrations to prevent fire or water intrusion.
2. Any shift work, holiday work, or overtime labor; all work is to be performed Monday-Friday between 7:00 AM & 3:30 PM.
3. Any abatement including asbestos removal and containment.
4. Any and all parts and labor not specifically listed above or within.
5. Any costs associated with the design, engineering (including wet stamps), or approval process.
6. Any permits or utility fees.
7. Any access panels.

Submitted By:

Approved By:

Tim Harris
Project Manager
Taft Electric Company

Date

Raphael Allamillo
Project Manager
Balfour Betty Corporation

Date



Date: 5/23/2025

CHANGE ORDER REQUEST # 4

TO: Tom Lopez
Taft Electric Company

Project Name: Oxnard Rose ES
 Project No: F7ND5844
 Contract No(s): N1X642

DESCRIPTION OF ADDITIONAL WORK/CHANGE

Additional NIS - Otis to provide (1) year maintenance - outlined on the next sheet
 Cost is to cover the gap from elevator turnover (July 2024) through project substantial completion (June 2025)

Schedule Impact: *Unless noted otherwise, the hours below directly correlate to the schedule impact and additional time required to complete the scope outlined herein.*

Material Cost:	\$ -
	\$ -
Total:	\$ -

Engineering Cost:	
Total:	\$ -

Unit Cost:	\$ 2,580.00
Total:	\$ 2,580.00

	Hours	Rate/Hour	Expenses	
Foreman	0	Straight Time \$ -	Zone Pay (Daily) \$ -	\$ -
Mechanic	0	Over Time \$ -	Per Diem \$ -	\$ -
Apprentice	0	Premium Time \$ -	Travel/Expense \$ -	\$ -
Crew	0	Straight Time \$ -	Mileage \$ -	\$ -
Total:				\$ -

**Any time over the minimum hours quoted, will result in additional time at the current rate.*

All work proposed hereunder shall be done pursuant to the terms and conditions of the existing contract between us and, except as modified herein, the terms and conditions of the referenced contract remains in full force and effect.

Material Tax:	0.00%	\$ -
Material Shipping:	0%	\$ -
Technical Assistance Charge	0.0%	\$ -
Vehicle Surcharge	\$ -	\$ -
Subtotal		\$ 2,580.00
Bond:		\$ -
Overhead & Profit:	0%	\$ -

TOTAL COST FOR THIS CHANGE ORDER: \$ 2,580.00

Authorization To Proceed With Change:

Authorized Representative:

Company: Taft Electric Company

Company: Otis Elevator Company

Signature: _____

Signature: _____

Name: Tom Lopez

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Otis Elevator Company

Los Angeles Branch Office
2701 Media Center Drive, Suite 2
Los Angeles, CA 90065
(323) 342-4500



Otis Elevator Company is pleased to provide you with twelve (12) months of "New Installation Service" (NIS) on the elevator equipment installation recently completed and turned over to you for use. The NIS will continue (1) year *from Date of Substantial Completion*, of each elevator.

During the course of the NIS period, we shall provide you with the best elevator maintenance available. Otis maintenance technicians will periodically inspect and lubricate your elevator equipment. We shall also replace, at no additional cost, any parts that wear.

Also, during the course of the NIS period, you will have complete access to all of the benefits and service of the largest elevator organization in the world. These include:

- Free monitoring of your elevator phone, 24 hours a day, seven (7) days a week, by our OTISLINE[®] Communications Center.
- Remote elevator monitoring (REM[®]) – Otis will monitor your elevator(s) for even the slightest sign of trouble. If needed, we will immediately dispatch a technician for service. Otherwise, REM data will be used to deliver targeted and specialized maintenance to your elevator.
- e*Service – log service calls and view elevator performance and records via e*Service on Otis.com. Register for e*Service on Otis.com.

Over the course of the NIS period, we will present a comprehensive maintenance contract for your review, which will further enhance and protect your investment.

As an additional service to you, we provide OTISLINE service, our own 24-hour emergency customer communication center. OTISLINE customer service representatives will quickly and efficiently dispatch one of our maintenance mechanics to assist in your emergency needs twenty-four hours a day (additional charges for overtime service may apply). To call OTISLINE, dial **1-800-233-6847**.

When you call OTISLINE for emergency service, please give the Otis customer service representative the building address.

We look forward to serving you for years to come. If you have any questions concerning your Otis elevator or our maintenance program, please call 323-342-4500.

Contingency	Owner	<input checked="" type="checkbox"/>	Oxnard School District
Draw	Architect	<input checked="" type="checkbox"/>	IBI Group
Request (CDR)	Contractor	<input checked="" type="checkbox"/>	Balfour Beatty
	PM	<input checked="" type="checkbox"/>	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
 200 East Driskill St.
 Oxnard, CA 93030

Change Order Request #: 389
 Date: 6-4-2025

TO: Oxnard School District
 1051 South A. Street
 Oxnard, CA 93030

The Contract is changed as follows:

<p>Reference Cost Event 382 – CDR 389 – Backflow and Booster Pump Layout Modifications</p> <p>As detailed in RFI 598 Booster Pump and Associated Equipment Layout at Pump Area, modifications are proposed to the existing backflow and booster pump layout to improve system alignment and reduce the overall footprint. The contractor will provide the necessary labor and materials to remove the approximately 24-inch and 12-inch jumper sections and replace the outlet with a 90-degree fitting, reducing the outlet length by an additional 7 inches. These adjustments will decrease the total length of the backflow assembly from approximately 130 inches to 87 inches. With the shortened layout, the contractor will also relocate the booster pump further back to allow for a straight run to the master valve and flow sensor, resulting in a more efficient and streamlined configuration.</p>	<p>\$ 7,597.00</p>
---	--------------------

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance TIA #4 Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
Balfour Beatty

ARCHITECT
IBI Group

PROGRAM MANAGER
CFW Group, Inc.

RS @ 6/10/25

By: *Rafael Flamilla*

By: _____

By: *[Signature]*

Date: 2025-06-04

Date: _____

Date: 6/10/25

OWNER - Oxnard School District

By: *[Signature]*

Date: 6-12-25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	6-4-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 382 – CDR 389 – Backflow and Booster Pump Layout Modifications

As detailed in RFI 598 Booster Pump and Associated Equipment Layout at Pump Area, modifications are proposed to the existing backflow and booster pump layout to improve system alignment and reduce the overall footprint. The contractor will provide the necessary labor and materials to remove the approximately 24-inch and 12-inch jumper sections and replace the outlet with a 90-degree fitting, reducing the outlet length by an additional 7 inches. These adjustments will decrease the total length of the backflow assembly from approximately 130 inches to 87 inches. With the shortened layout, the contractor will also relocate the booster pump further back to allow for a straight run to the master valve and flow sensor, resulting in a more efficient and streamlined configuration.

A. Subcontractor's Cost			
Premierest Landscape	\$	6,839.51	
Bonds @ 1.5%	\$	105.22	
Insurance @ 1%	\$	70.15	
		Subtotal B: \$	7,014.88
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
		* N/A for Contingency Draw Requests	
Overhead & Profit 5% of Subtotal A	\$	350.74	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	350.74
D. Bond at 1%		Subtotal D: \$	75.97
E. Builders Risk Insurance at 1%		Subtotal E: \$	75.97
F. General Liability at 1.04%		Subtotal F: \$	79.01
Grand Total = (A + B + C + D + E + F)		\$	7,597.00

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Rafael Alamillo, Project Manager - Balfour Beatty

2025-06-04

Print Name & Title (General Contractor)

Signature

Date

Change Order Work

PROJECT NO.		DATE PERFORMED		C.C.O. NO. 15	ADD
PROJECT NAME	Rose Avenue ES	DATE OF REPORT	5/29/2025 0:00	AMOUNT AUTHORIZED	\$
WORK PERFORMED BY	PREMIERWEST LANDSCAPE, INC.			PREVIOUS EXPENDITURE	\$
DESCRIPTION OF WORK	Shorten Backflow			TODAY	\$
				TO DATE	\$
				CONTRACTOR JOB NO.	
				CONTRACTOR REPORT NO.	

EQUIP. NO	EQUIPMENT	DAYS	DAILY RATE	EXTENDED AMOUNTS	P. R. NO	LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
				\$0.00		Foreman	REG.		\$0.00
				\$0.00		Operator	REG.		\$0.00
				\$0.00		Journeyman	REG.	16	\$76.91
				\$0.00		Apprentice	REG.		\$0.00
				\$0.00		Apprentice 2	REG.		\$0.00
				\$0.00		Apprentice 3	REG.	16	\$53.68
				\$0.00		Tradesmen	REG.		\$0.00
				\$0.00			REG.		\$0.00
MATERIAL AND/OR WORK DONE BY SPECIALISTS									
DESCRIPTION		No. Unit	Unit Cost	Total Item Cost	SUB-TOTAL		32	Total Labor	\$2,089.44
3" Ductile Iron 90° Elbow		2	\$182.00	\$364.00	ADDED PERCENTAGE - (SEE SPECIAL PROVISIONS)				
3"x 35" Ductile Iron Spool		1	\$1,196.00	\$1,196.00	SURCHARGE HANDBOOK)				
3" Van Stone Flange PVC Adaptor		1	\$65.00	\$65.00	LABOR SURCHARGE - 11% ON SATURDAY RATE				
3" Stainless Steel Bolts kit		4	\$29.00	\$116.00					
3" Gasket		4	\$5.00	\$20.00					
				\$0.00					
Additional Pressure Test		1	\$2,200.00	\$2,200.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00					
				\$0.00	TRAVEL EXPENSE NO. @ \$				
				\$0.00					
				\$0.00					
				\$0.00	OTHER				
				\$0.00					
				\$0.00					
				\$0.00	TOTAL COST OF LABOR			A	\$2,089.44
TOTAL COST OF MATERIALS				\$3,961.00	TOTAL COST OF MATERIALS & EQUIPMENT			B	\$4,128.30
+ 9.5% SALES TAX ON MATERIALS				\$167.30	TOTAL SUBCONTRACTOR COST				\$6,217.74
TOTAL COST OF MATERIALS				\$4,128.30	15% ON LABOR, EQUIPMENT, & MATERIAL				\$621.77
ACCEPTED FOR PROGRESS PAYMENT				PD. ON EST. NO. _____ CHECKED BY _____		TOTAL THIS REPORT			\$6,839.51



S & J SUPPLY COMPANY, INC.
 13105 FLORENCE AVE
 SANTA FE SPRINGS, CA 90670
 562-944-7433
 Fax 562-944-7224



Quotation

EXPIRATION DATE	QUOTE NUMBER
06/27/2025	S100251618
S & J SUPPLY COMPANY, INC. 13105 FLORENCE AVE SANTA FE SPRINGS, CA 90670 562-944-7433 Fax 562-944-7224	
PAGE NO.	
1 of 1	

QUOTE TO:

SHIP TO:

PREMIERWEST LANDSCAPE INC
 406 S LEMON AVE., STE 1
 WALNUT, CA 91789

PREMIERWEST LANDSCAPE INC
 406 S LEMON AVE., STE 1
 WALNUT, CA 91789

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / REF NUMBER	SALESPERSON	
11325			ANTHONY SEVILLANO	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
JONATHAN CUSHMAN	OT OUR TRUCK	Net 30 Days	05/28/2025	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
2ea	IF93 3" DI FLG 90 ELL CL IMP		182.000/ea	364.00
1ea	DS030211FF 3" X 2' 11" DI FLGXFLG SPOOL CL		1,196.000/ea	1,196.00
1ea	P8SVF3 3" PVC SCH80 SLIP VAN STN FLG		65.000/ea	65.00
4ea	BNSS23 2" - 3" T316 SS 150# B&N SET 4PCS - 5/8" X 3"		29.000/ea	116.00
4ea	NARG3 3" 150# NON ASB RING GSKT 1/16TH		5.000/ea	20.00

THIS IS ONLY S & J SUPPLY COMPANY, INC. INTERPRETATION OF WHAT IS NEEDED TO DO THE JOB. PLEASE VERIFY ALL MATERIALS AND QUANTITIES.

** PRICING SUBJECT TO CHANGE WITHOUT NOTICE **

Subtotal	1761.00
S&H Charges	0.00
Estimated Tax	167.30
Amount Due	1928.30







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

Confirmation of Booster Pump and Associated Equipment Layout at Pump Area

TO:	Ruben Ruiz (Arcadis)	FROM:	Filbert Carbajal (Balfour Beatty) 300 E. Esplanade Drive #1220 Oxnard, California 93036
DATE INITIATED:	05/20/2025	STATUS:	Open
LOCATION:		DUE DATE:	05/27/2025
PROJECT STAGE:	3. Construction	COST CODE:	
SUB JOB:	001 Construction	SCHEDULE IMPACT:	TBD
COST IMPACT:	TBD	SPEC SECTION:	32 80 00 - Landscape Irrigation
DRAWING NUMBER:	L2.02	REFERENCE:	RFI 563
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Filbert Carbajal (Balfour Beatty) at 03:07 PM on 05/20/2025

BBC conducted a site walk with the landscape contractor and IOR to lay out the booster pump, controller, flow sensor, and master valve at the designated pump area. A sketch of the proposed layout has been provided based on the field meeting.

Please review and confirm whether the layout shown in the sketch is acceptable

Attachments:

[Irrigation Booster Pump Layout.pdf](#)

Awaiting an Official Response

All Replies:

Please see Revised Layout "R4", dated 05/23/2025.
 Please provide thrust block at all main line fittings

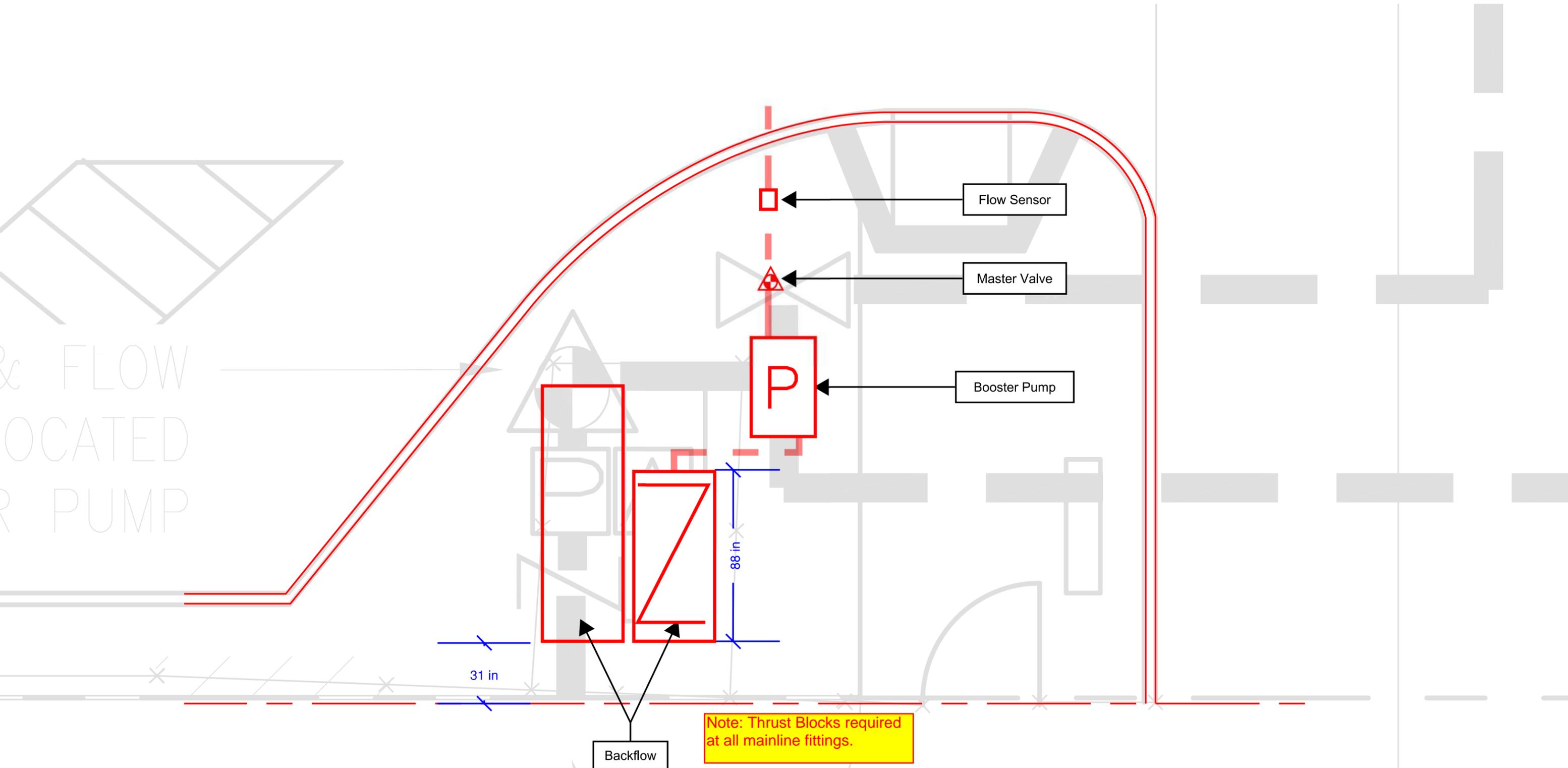
Ruben R.
 Arcadis/IBI
 05/23/2025

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

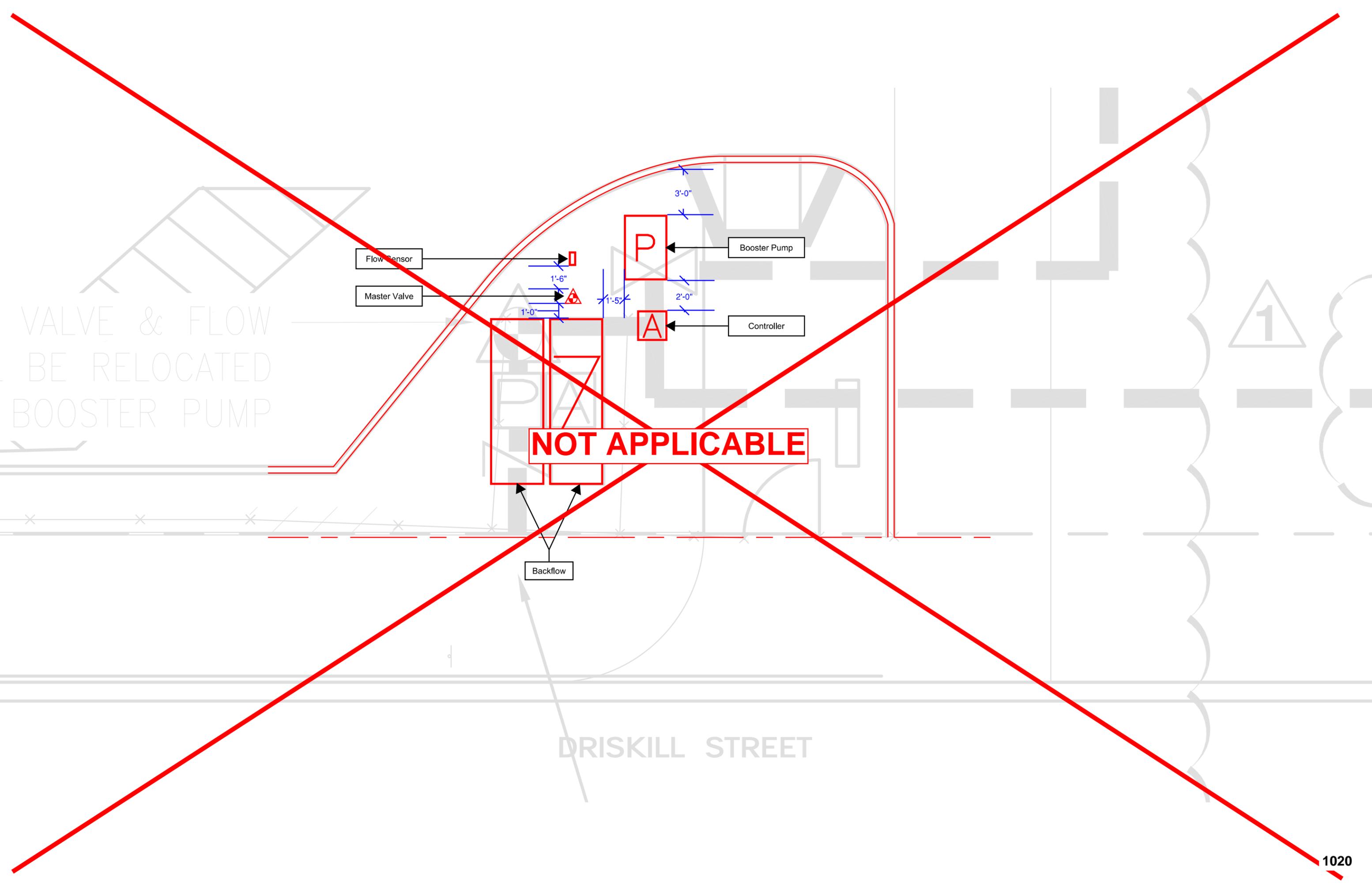
BY _____

DATE _____

COPIES TO _____



IRRIGATION BOOSTER PUMP LAYOUT R4
05/23/2025



Contingency
Draw
Request (CDR)

Owner Oxnard School District
Architect IBI Group
Contractor Balfour Beatty
PM CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Change Order Request #: 390
Date: 5-19-2025

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Reference Cost Event 365 – CDR 390 Air-Vac & Domestic Trench Paving (Burns Pacific)	
This Change Order covers additional work performed by Burns Pacific on 04/24/25.	\$ 9,840.00
- COR No. 45 - Report No. 4015: Paved/capped air-vac, blow-off box, and relocated 3" domestic trench; base-paved shifted asphalt on Driskill; trench patched for traffic.	

- The cost of this work will be drawn from E&O Contractor Contingency:
- The cost of this work will be drawn from Project Allowance TIA #4 Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR
Balfour Beatty

ARCHITECT
IBI Group

PROGRAM MANAGER
CFW Group, Inc.

Recommender

By: Rafael Ramirez

By: _____

By: 

Date: 2025-05-19

Date: _____

Date: 6/10/25

OWNER - Oxnard School District

By: 

Date: 6-12-25

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	5-19-2025
Permit Number:	DSA# 03-119284	Change Event No.:	365
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Reference Cost Event 365 – CDR 381 – Air-Vac & Domestic Trench Paving (Burns Pacific)

This Change Order covers additional work performed by Burns Pacific on 04/24/25.

- COR No. 45 - Report No. 4015: Paved/capped air-vac, blow-off box, and relocated 3" domestic trench; base-paved shifted asphalt on Driskill; trench patched for traffic.

A. Subcontractor's Cost			
Burns Pacific			
COR No. 45 - Report No. 4015 (04/24/25)	\$	8,859.11	
Bonds @ 1.5%	\$	136.29	
Insurance @ 1%	\$	90.86	
		Subtotal B: \$	9,086.27
B. General Contractor's Cost			
Material (See attached supporting documentation.)	\$	-	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C: \$	-
C. General Contractor's Overhead and Profit*			
Overhead & Profit 5% of Subtotal A	\$	454.31	
Overhead & Profit 10% of Subtotal C	\$	-	
		Subtotal C: \$	454.31
D. Bond at 1%			
		Subtotal D: \$	98.40
E. Builders Risk Insurance at 1%			
		Subtotal E: \$	98.40
F. General Liability at 1.04%			
		Subtotal F: \$	102.34
Grand Total = (A + B + C + D + E + F)		\$	9,840.00

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)


 Signature

2025-05-19
 Date

CHANGE ORDER REQUEST

COMPANY: Balfour Beatty Construction
ADDRESS: 13520 Evening Creek Drive, Suite 270
 San Diego, CA 92128
JOB LOCATION: Rose Ave. Elementary School

BID NO: 5769
COR NO: 45 **REV NO:**
PO or RFI NO: N/A
JOB NO: 21-17
BID DATE: 05/16/25
BID REVISION DATE:

CONTACT: Rafael Alamillo
CELL: (805) 208-7462
OFFICE:
EMAIL: ralamillo@balfourbeattyus.com

BY: Michael Moraga
CELL: (805) 320-0518
OFFICE: (805) 371-4171
EMAIL: mmoraga@burnspacific.com

SCOPE OF WORK: Pave and cap Air-Vac trench, blow off box. Move original 3" domestic trench.

ITEM NO.	QTY	UM	UNIT PRICE	TOTAL
WORK ITEMS: 04/24/25 Report No. 4015	1	LS	8,859.11	\$8,859.11

Direct Costs Total \$8,859.11

GRAND TOTAL \$8,859.11

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.

BURNS PACIFIC CONSTRUCTION, INC.
EXTRA WORK REPORT BILLING SUMMARY

DATE: 04/24/25

REPORT NO. 4015

COR NO.

WO NO.

JOB DESCRIPTION: Air Vac/Blow Off & Original Domestic Trench

JOB NO. 21-17

1.	Labor	Classification	ST Hrs.	Rate	OT Hrs.	Rate	DT Hrs.	Rate	Amount
	E. Solorio	Foreman	6	156.74					\$ 940.44
	R.J. Archer	Operator	6	153.53					\$ 921.18
	A. Sanchez	Laborer	6	119.39					\$ 716.34
	A. Reyes	Laborer	6	119.39					\$ 716.34
	B. Rosas	Laborer	6	119.39					\$ 716.34
	A. Diaz	Laborer	6	119.39					\$ 716.34
	T. Tyler	Teamster	6	121.19					\$ 727.14
									\$ -
	Labor rates include cost of labor, fringe benefits, taxes								Total Labor: \$ 5,454.12

2.	Materials / Equipment Rentals	Amount
	Vulcan Materials Company Inv.# 3277325 (9 Tons)	\$ 975.58
	Vulcan Materials Company Inv.# 3276419	\$ 123.34
	Coastal Pipco Rec. 04/24/25	\$ 180.70
	Burns Truck Ticket# 5045132	
	Trench shoring plates and jacks will be billed separately.	
	Total Materials / Equipment Rentals:	\$ 1,279.62

3.	Subcontractors	Amount
		\$ -
		\$ -
	Total Subcontractors:	\$ -

4.	EQ ID	Equipment	Hrs.	Rate	Amount
	C-21	Crew Truck w/Tools	6	49.00	\$ 294.00
	T-29	3-axle Dump Truck	6	56.00	\$ 336.00
	R-1	Smooth Vibratory Roller	1	184.00	\$ 184.00
	B-10	CAT 420F2 Backhoe	4	80.00	\$ 320.00
	VP-1	Vibratory Plate Compactor	6	31.00	\$ 186.00
		Total Equipment:			\$ 1,320.00

TOTAL ITEMS 1 THRU 4: \$ 8,053.74
 ADD OVERHEAD & PROFIT 10% \$ 805.37
 TOTAL ITEMS 1 THRU 4 INCLUDING MARKUP: \$ 8,859.11

TOTAL AMOUNT FOR THIS REPORT: \$ 8,859.11

Air vac / Blowoff / and original 3" Domestic Trench.

BURNS PACIFIC CONSTRUCTION, INC.

EXTRA WORK TICKET

THURSDAY

DATE: 4.24.25

REPORT NO. 4015

JOB NO. 21-17

LOCATION: La Puerta

COMPANY: Bulfinch Beatty

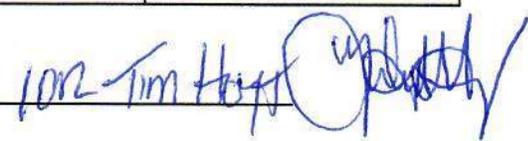
JOB DESCRIPTION: PAVE AND CAP AIR-VAC TRENCH, BLOW OFF BOX AND ORIGINAL 3" DOMESTIC TRENCH WITH GBT MOVED OVER 10' TO AVOID SEWER LINE. ALSO BASE PAVE SECTION OF ASPHALT ON DRISKILL THAT WAS ALSO SHIFTED OVER DUE TO WATER MAIN TEE WAS AT P.O.C TO FIRE SERVICE. CLEANED OUT OLD COLD PATCH FROM TRENCH, PREPARED AND PAVED ONE SIDE AT A TIME FOR TRAFFIC ACCESS.

Labor	Classification	ST Hrs.	OT Hrs.	DT Hrs.
Ed Solorio	Foreman/Operator	6		
RJ Archer	Operator	6		
Alberto Sanchez	Laborer	6		
Andrew Reyes	Laborer	6		
Bernie Rosas	Laborer	6		
Adrian Diaz	Laborer	6		
Toma Tyler	TEAMSTER	6		

Materials / Equipment Rentals / Subcontractors	Ticket#
Vulcan Materials Asphalt 9 TONS	16524914
Vulcan Materials TACK-SEALER	16524916
Trench Shoring Billed Separately	

EQ ID	Equipment	Hrs.
C-21	UTILITY TRUCK	6
T-29	10 Wheeler	6
BPC	Asphalt Roller	6
B-10	BACKHUE	4
BPC	VIBRATORY PLATE.	6

BPC Foreman: 

Co. Rep. Signature: 102 

SHIP TO:

FOB SATICOY ASPHALT* - WES - 2
 FOB SATICOY
 DRISCOLL AVE, OXNARD
 OXNARD, CA, 93036

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:
Calmat Co dba Vulcan Materials Co
 Lockbox 55572
 Los Angeles, CA 90074-5572, US
 Phone: 1-800-777-8752 or
 help@vmcmail.com

CUSTOMER NO: 94769-213860
 INVOICE NO: 3277325
 INVOICE DATE: 04/28/2025
 INVOICE AMT: 1,421.09
 ORDER: 2122
 DUE DATE: 05/15/2025

9-TONS ONLY

101.00 x
 9.00 =
 909.00 x
 909.00 +
 10.00 +
 919.00
 919.00 x
 6.00 =
 55.14 x

Environmental Fee

CA Tax

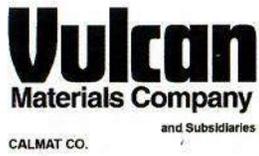
Ventura Tax

assessed a collection for services e invoices.	TAXES: CALIFORNIA VENTURA	PERCENT: 6.00% 1.25%	AMOUNT: 79.50 16.57	SALES TAX: 96.07	TOTAL PRODUCT: 1,315.02	Pay this AMOUNT: \$1,421.09
DS: 1.00				FEES: 0.00	TOTAL FREIGHT: 0.00	
					TOTAL OTHER: 10.00	

PO NUMBER	REF	CONTRACT NO.	TAX EXEMPT ID.	TERMS	
21-17				NET 15th PROX - Payable in full by the 15th of each month following month of shipment	
NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING	FOB
60	4984-231	SATICOY HMA	2122		PICKUP

TICKET DETAIL			PRODUCT			FREIGHT			OTHER CHARGES			AMOUNT
CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	AMOUNT
	300807 ENVFEE	203 3C3 PG64-10 Environmental Fee -Agg & Asphalt	T	13.02	101.00				L	1.00	10.00	1,315.02 10.00

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!
 the environment by enrolling in our email invoicing service. With email, Invoices are sent in one easy to open file directly to your Inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.



SHIP TO:
FOB SATICOY ASPHALT* - WES - 2
FOB SATICOY
DRISCOLL AVE, OXNARD
OXNARD, CA, 93036

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

Calmat Co dba Vulcan Materials Co
Lockbox 55572
Los Angeles, CA 90074-5572, US
Phone: 1-800-777-8752 or
help@vmcmail.com

CUSTOMER NO: **94769-213860**
 INVOICE NO: **3276419**
 INVOICE DATE: **04/28/2025**
 INVOICE AMT: **123.34**
 ORDER: **2122**
 DUE DATE: **05/15/2025**

INVOICE

SOLD TO:
BURNS PACIFIC
3541 OLD CONEJO RD STE 114
NEWBURY PARK, CA 91320

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.		TAXES: CALIFORNIA VENTURA	PERCENT: 6.00% 1.25%	AMOUNT: 6.90 1.44	SALES TAX: 8.34	TOTAL PRODUCT: 115.00	Pay this AMOUNT: \$123.34	
TOTAL QUANTITY: 1.00		TOTAL LOADS: 1.00		FEES: 0.00	TOTAL FREIGHT: 0.00	TOTAL OTHER: 0.00		
SALES REP		PO NUMBER		REF		CONTRACT NO.		
Nicole Martinez		21-17				TAX EXEMPT ID.		

INVOICE #		INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING	FOB	TERMS NET 15th PROX - Payable in full by the 15th of each month following month of shipment
3276419		04/28/2025	94769-213860	4984-231	SATICOY HMA	2122		PICKUP	

TICKET DETAIL						PRODUCT			FREIGHT			OTHER CHARGES			AMOUNT
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	
04/24/2025	16524914	03J2		9E0200	SS-1 OIL - 5 GALLONS W/BUCKET	E	1.00	115.00							115.00

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!
 Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, Invoices are sent in one easy to open file directly to your Inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.

1027

COASTAL PIPCO

** SHIP TICKET S2292093.001 **

Warehouse: 1

** C.O.D. ** C.O.D. ** C.O.D. **

COASTAL PIPCO
P.O. BOX 5027
OXNARD, CA 93031-5027 (Mailing)
833 MAULHARDT AVENUE
OXNARD, CA 93030-8913 (Warehouse)
805-485-0455, Fax 805-983-3909

Page # 1
P/O-JOB JOB 2117
Ordered By: EDIE
Required : 04/24/25
Release # :
Printed at 08:08:24 24 APR 2025



Bill To:
BURNS-PACIFIC CONSTRUCTION, INC.
505 THOUSAND OAKS BLVD.
THOUSAND OAKS, CA 91360
Phone # : 371-4171

Ship To:
BURNS-PACIFIC CONSTRUCTION, INC.
505 THOUSAND OAKS BLVD.
THOUSAND OAKS, CA 91360

Order-Date-Ship-Date--Writer--Terms-----Ship Via-----Warehouse-----
04/24/25 04/24/25 ANTONIO CASH SALE WK WALK UP Shp 1 Prc 1

Loc-----	Ord'r'd--	Avail--		Unit Price	Net
110-14-02	3ea	3ea	854-025 2-1/2" PVC80 SKT FLANGE 2	26.063	78.19
106-08-03	6ea	6ea	406-025 2-1/2" SOCKET 90 ELL PVC4	7.176	43.06
540-00-00	20ft	20ft	025-40 2-1/2" X 20' PVC40 PIPE	1.664	33.28
204-02-02	1ea	1ea	SPEARS PVC50B-010 1/2 PINT CAN BL CEMENT MEDIUM BODY VERY FAST SEY	10.865	10.87

Tote: A Picker: ACCG Loc: C

Packages:

JOB # 21-17 B&B
Daily # 250424A
EWT # 4015

ORDER TOTAL	165.40
Sales tax	15.30
Invoice Amount	180.70

** C.O.D. ** C.O.D. ** C.O.D. **

CHECK YOUR ORDER - YOUR SIGNATURE CONFIRMS OUR COUNT
Counted and received in good condition.

By: _____
Material shortage must be reported within 5 working days

** C.O.D. ** C.O.D. ** C.O.D. **

.. Reprint .. Reprint .. Reprint .. Reprint ..

Return Policy:

- Returns must be accompanied by a receipt.
- Returns must be in purchased condition.
- Returns are subject to a restocking charge by Coastal Pipco and/or manufacturer.
- Returns are not allowed for custom cut or threaded materials.
- No returns after 30 days.

NON-NEGOTIABLE BILL-OF-LADING AND TRANSPORTATION AGREEMENT

BILL NO.

PRINCIPAL CARRIER BURNS PACIFIC CONST

DATE 04-24-25

A- 5045132

ADDRESS 3541 OLD CONEJO RD #114

JOB # 21-17

CITY/STATE/ZIP NEWBURY PARK, CA 91320 PH.

BROKER #

TRUCK # 29

UNDERLYING CARRIER (IF ANY)

TRAILER #

ADDRESS PH.

CA# 115454

SHIPPER BALFOUR BEATHY

RECEIVER JOB # 21-17 B&B

ADDRESS DRISKILL

ADDRESS DAILY # 25042YA

CITY/STATE/ZIP ORLANDO, CA

CITY/STATE/ZIP

POINT OF ORIGIN VULCAN

POINT OF DESTINATION DRISKILL ORLANDO

EQUIPMENT TYPE

- SUPER TAG
- END DUMP
- FLAT BED
- 10-WHEELER
- TRANSFER
- SIDE DUMP
- MIXER
- SUPER-10
- DBL BOTTOMS
- TRUCK & PUP
- SWEEPER
- STRONG ARM
- SEMI-BOTTOM
- WATER TRUCK
- OTHER

HOURLY TONNAGE PER LOAD

RATE @ \$

TAG NO.	WEIGHT	COMMODITY	LOADING		UNLOADING		STANDBY TIME	BREAKDOWN OR REASON FOR DELAY
			ARRIVE	DEPART	ARRIVE	DEPART		
1								
2		1 LOAD OF HOT ASPHALT TO DRISKILL						
3								
4		1 BUCKET OF TAC						
5								
6		1 LOAD OF BROKEN ASPHALT TO VULCAN						
7								
8								
9								
10								
11								
12								
13								
14								
15								

REPORTING TIME <u>7:00</u>	ENDING TIME <u>3:30</u>	TOTAL TIME <u>8 1/2</u>	DEDUCTIBLE TIME <u>1/2</u>	NET TIME <u>8</u>	TOTAL TONS	ACCESSORIAL OTHER
START DRIVING TIME LAST TRIP	ARRIVAL TIME AT DUMP LAST TRIP	END LOADING LAST TRIP	RUNNING TIME LAST TRIP	SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE		TOTAL CHARGES

DRIVER SIGNATURE [Signature] SHIPPER/RECEIVER (AGENT OR DEBITOR) SIGNATURE [Signature] ORIGINAL

TO REORDER THIS FORM (909) 982-9898

PRESS HARD - YOU ARE MAKING 5 COPIES

WSTA © 2015 REV. 03/18

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	6/10/2025
Permit Number:	DSA# 03-119284	Change Order No.:	
Project Name:	Rose Ave. K-5 Reconstruction	Change Event No.:	392
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

CE#386 - CDR # 392 Extended General Conditions for Phase II - The Period between October 1, 2025 to March 31, 2026 only = Total of 182 Days. Ongoing Extended General Conditions are due to lack of offsite approvals necessary to complete Phase II and all of the changes associated with CCD026.

This COR does not include subcontractor costs associated with final offsite plan approvals or balance of Phase II scope and subcontractors extended costs due to ongoing delay, these costs will be submitted in a separate COR pending final revisions to CCD 026.

General Conditions Cost submitted with GMP = \$232,000/MO
 Current Reduced General Conditions = As noted on attached sheet

92				
C. General Contractor's Cost				
Balfour Beatty General Conditions	October 2025 thru March 2026	See Attached	\$	367,937.50
Material (See attached supporting documentation.)		N/A		
Taxes at 9.5% of Material		N/A		
Labor (includes Fringe Benefits)		included above		
Payroll Taxes and Insurances at 9.5% of Labor		included above		
Construction Equipment (see attached supporting documentation)		N/A		
		Subtotal C:	\$	367,937.50
D. General Contractor's Overhead and Profit*				
Overhead & Profit 10% of Subtotal C		\$	36,793.75	
		Subtotal D:	\$	36,793.75
E. Builders Risk Insurance				
	Renew/Extend Thru October 2025 - March 2026	Subtotal E:	\$	56,749
F. Bond at 1%				
	1.00%	Subtotal F:	\$	4,711
G. General Liability at 1.04%				
	1.04%	Subtotal G:	\$	4,899
Grand Total = (A + B + C + D + E)				\$ 471,090

Project PHASE 1 (only) Substantial Completion Date extension from September 30, 2025 to March 31, 2026 182 Days

Dennis Kuykendall - Director - Balfour Beatty 6/10/2025

Print Name & Title (General Contractor) Signature Date

CHANGE ORDER REQUEST (COR)

Date: 2/25/2025
 Change Order No.: 009R4.1
 Change Event No.: 358
 Contract Number: P22-01685

Description	GC Cost Per Month - January 2025	GC Cost Per Month - February 2025	GC Cost Per Month - March 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 Staffing	Reduced Staffing	Reduced Staffing	Reduced Staffing	Reduced Staffing	Reduced Staffing
Executive Management (Includes burden, auto, fuel)	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 12,500	\$ 10,500	\$ 10,500	\$ 10,500	\$ 5,250	\$ 5,250	\$ 5,250
Project Manager (Includes burden, auto, fuel)	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 7,500	\$ 7,500	\$ 7,500
Project Engineer (Includes burden, fuel)	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 9,750	\$ 9,750	\$ 9,750	\$ 4,875	\$ 4,875	\$ 4,875
Superintendent (Includes burden, auto, fuel)	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 15,000	\$ 15,000
Project Accountant (Includes burden)	\$ 7,500	\$ 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	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,000	\$ 1,000	\$ 1,000	\$ 500	\$ 500	\$ 500
Temporary Fencing/Barricades	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 3,000	\$ 3,000	\$ 3,000	\$ 1,500	\$ 1,500	\$ 1,500
Temporary Toilets	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 750	\$ 750	\$ 750	\$ 375	\$ 375	\$ 375
BBC Equipment - Copier, Office Supplies	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 125	\$ 125	\$ 125
Jobsite Storage Container	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 250	\$ 250	\$ 250
Misc GC's	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 750	\$ 750	\$ 750	\$ 375	\$ 375	\$ 375
Divisional / Corp Admin Services	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 750	\$ 750	\$ 750	\$ 375	\$ 375	\$ 375
Labor Compliance,STWF Monitoring, Textura	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 750	\$ 750	\$ 750	\$ 375	\$ 375	\$ 375
Average General Conditions Per Month	\$ 88,500	\$ 88,500	\$ 88,500	\$ 88,500	\$ 88,500	\$ 88,500	\$ 88,500	\$ 88,500	\$ 88,500	\$ 77,875	\$ 77,875	\$ 77,875	\$ 51,438	\$ 41,438	\$ 41,438

Subtotal \$ 367,938

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. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit 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 **Seven Million Five Hundred Thousand Dollars and No Cents (\$7,500,000.00)**. 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 **Rafael Alamillo** as Project Manager - Superintendent for the Project. So long as **Rafael Alamillo** remains in the employ of Contractor, such person shall not be changed or substituted from the Project or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

APPROVED:

Balfour Beatty Construction, LLC:

Emily Kay

JB

Signature

Emily Kay, President, California Division
Typed Name/Title

02/10/2025

Date

OXNARD SCHOOL DISTRICT:

Melissa Reyes

Signature

Melissa Reyes, Director, Purchasing
Typed Name/Title

2/10/25

Date

AMENDMENT NO. 002 to CONSTRUCTION SERVICES AGREEMENT #17-158

EXHIBIT A

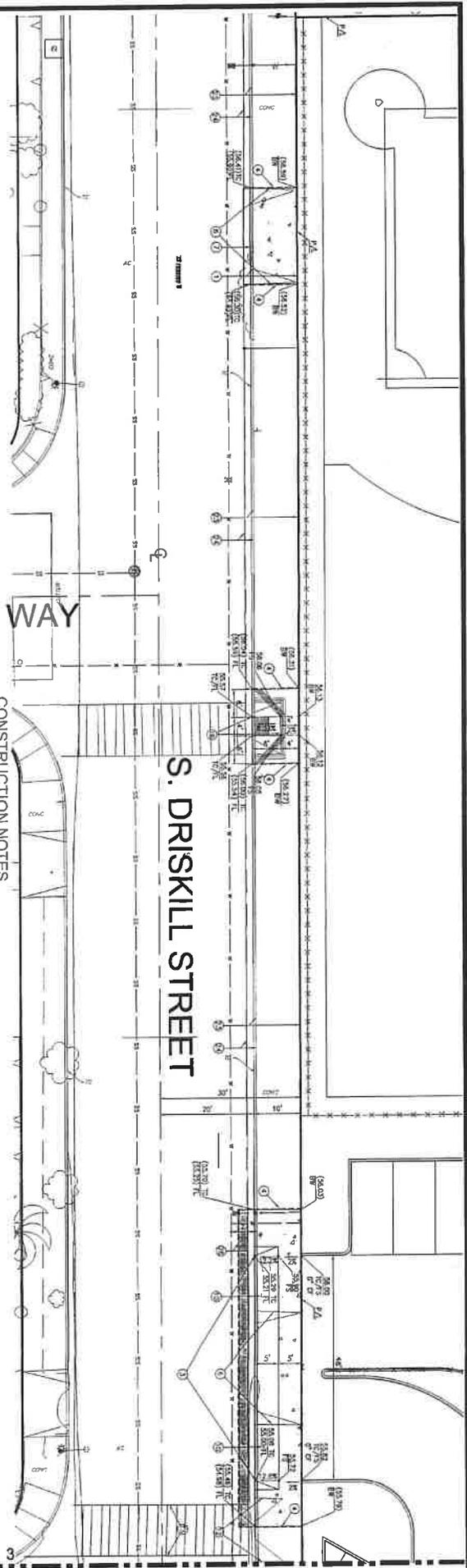
Scope of Work

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.



HAZZ WAY

S. DRISKILL STREET

CONSTRUCTION NOTES

1. CONSTRUCT 4" THICK CONCRETE SIDEWALK PER CITY OF OMAHA STD. PLAN PLATE 112 SHEET 1.
2. CONSTRUCT 8" THICK W/ REBAR REINFORCED COMMERCIAL DRIVEWAY W-207, 24x46, 1'-3" PER CITY OF OMAHA STD. PLAN PLATE 113.
3. CONSTRUCT 8" THICK W/ REBAR COMMERCIAL DRIVEWAY W-401, PER CITY OF OMAHA STD. PLAN PLATE 113.
4. SAWCUT EXISTING PAVEMENT & JOIN SIDEWALK SHALL BE CUT AT THE REINFORCING BARS.
5. INSTALL SIDEWALKS W1-2, W10-7P.
6. EXISTING DRIVEWAY TO BE REMOVED.
7. CONSTRUCT CONCRETE CURB AND GUTTER, TYPE A2-4(1SD) OR 8' C&B PER CITY OF OMAHA STD. PLAN PLATE 111.
8. HOUSG CONNECTION SEWERS PER PER CITY OF OMAHA STD. PLAN PLATE 402.
9. CONSTRUCT 8" THICK W/ REBAR REINFORCED CONCRETE DRIVEWAY W-207, PER CITY OF OMAHA STD. PLAN PLATE 113.
10. REMOVE EXISTING STREET SEAL.
11. CONSTRUCT CURB RAMP CASE 8 TYPE 1 PER CITY OF OMAHA STD. REMOVE EXISTING CURB RAMP.
12. REMOVE EXISTING STRIPING.
13. CONSTRUCT 8" THICK W/ REBAR COMMERCIAL DRIVEWAY W-207, PER CITY OF OMAHA STD. PLAN PLATE 113.
14. CONSTRUCT CONCRETE CURB, TYPE A1-8 OR 8' C&B PER PER CITY OF OMAHA STD. PLAN PLATE 111.
15. REMOVE EXISTING CURB RAMP AND CONSTRUCT CURB RAMP CASE A PER CITY OF OMAHA STD. PLAN PLATE 110 SHEET 1.
16. PROVIDE PARALLEL PARKING STALL STRIPING PER CITY OF OMAHA STD. PLAN PLATE 110 SHEET 1.
17. RETAIL 6" ASB SANDWICH SEWER PIPE AT 7% MINIMUM SLOPE.
18. CONSTRUCT STORM DRAIN AND PLAN PLATE 110 SHEET 1.
19. PROVIDE PARALLEL PARKING STALL STRIPING PER CITY OF OMAHA STD. PLAN PLATE 112 TO BE PRIVATELY MAINTAINED.
20. CONSTRUCT CURB RAMP CASE A TYPE 2 PER CITY OF OMAHA STD. PLAN PLATE 110 SHEET 1.
21. INSTALL 16" RCP STORM DRAIN PIPE AT 0.3% MINIMUM SLOPE.
22. STORM DRAIN JUNCTION STRUCTURE NO. 2 PER CITY OF OMAHA STD. PLAN PLATE 522. STORM DRAIN CONNECTION WILL NOT BE ALLOWED CONSTRUCTED AND OPERATIONAL.
23. CONSTRUCT ASPHALT PAVEMENT PER CITY OF OMAHA STD. PLAN PLATE 113. 2-CONSTRUCTION FOR COMMERCIAL.
24. PROTECT IN PLACE EXISTING CONCRETE SIDEWALK.
25. INSTALL TURNING CROSSING PER OMAHA STD PLAN 424P.
26. CONSTRUCT ASPHALT PAVEMENT PER CITY OF OMAHA STD. PLAN PLATE 113. 2-CONSTRUCTION FOR COMMERCIAL.
27. INSTALL CURB, GUTTER, AND SIDEWALK ON APPROVED EQUAL, AT EXISTING GRADE OR AS SHOWN.

DRISKILL STREET PLAN



MATCHLINE - SEE SHEET 3



AS-BUILT CERTIFICATE

I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING NO. SHEET NO. 0211, HARBOR FRONT, LAMAR, AS RECORDED DRAWING, HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND APPROVED CONSTRUCTION METHODS, AS INDICATED IN THE REVISION BLOCK.

DATE: _____ TIME: _____

REVISIONS	DATE	BY	REASON



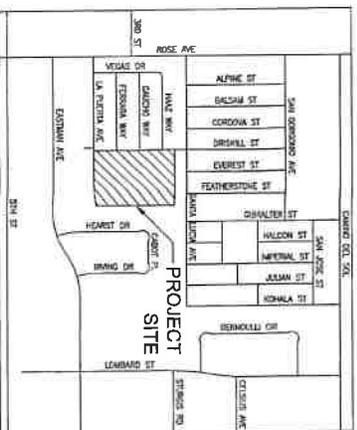
DEVELOPMENT SERVICES DEPARTMENT WATER IMPROVEMENT PLAN COVER SHEET

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

WATER NOTES:

1. THE WATER SYSTEM SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE LATEST EDITIONS OF THE CITY OF OXNARD STANDARD SPECIFICATIONS FOR PUBLIC WORKS, AND THE CITY OF OXNARD STANDARD DATA DEVELOPMENT SPECIFICATIONS.
2. CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING DIVISION AND ALL OTHER INTERESTED PARTIES AND AGENCIES (AS APPLICABLE) 48 HOURS PRIOR TO THE COMMENCEMENT OF WORK.
3. ALL UTILITY (GAS, WATER, SANITARY, AND TELEPHONE) AND EXISTING UTILITIES SHALL BE LOCATED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES PRIOR TO CONSTRUCTION.
4. ALL REPAIRS NECESSARY PRIOR TO BEGINNING CONSTRUCTION SHALL BE OBTAINED BY THE CONTRACTOR.
5. THROUGHOUT ALL PHASES OF CONSTRUCTION, INCLUDING SUPERVISION OF WORK, THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES PRIOR TO CONSTRUCTION.
7. ALL DAMAGE CAUSED TO PUBLIC UTILITIES, INCLUDING SANITARY, WATER, AND GAS SERVICES, SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
8. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES PRIOR TO CONSTRUCTION.
9. EXISTING UTILITIES AND STRUCTURES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES PRIOR TO CONSTRUCTION.
10. ALL UNDERGROUND UTILITIES, INCLUDING SANITARY, WATER, AND GAS SERVICES, SHALL BE LOCATED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES PRIOR TO CONSTRUCTION.
11. ALL DAMAGE CAUSED TO PUBLIC UTILITIES, INCLUDING SANITARY, WATER, AND GAS SERVICES, SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
12. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES PRIOR TO CONSTRUCTION.
13. ALL WATER MAINS LOCATED WITHIN THE SITE SHALL BE PROTECTED TO THE CITY OF OXNARD STANDARD SPECIFICATIONS FOR PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES PRIOR TO CONSTRUCTION.
14. STATIONS SHOWN ON WATER MAINS ARE ALONG CENTERLINE OF WATER MAIN.
15. THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING UTILITIES AND STRUCTURES THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES AND UTILITIES PRIOR TO CONSTRUCTION.
16. SEPARATION OF STAIR AND WATER MAINS IS REQUIRED TO BE MAINTAINED THROUGHOUT CONSTRUCTION.
17. VERTICAL TRENCH SHOWN SHALL CONFORM WITH THE ORDERS OF THE STATE OF CALIFORNIA. THE CONTRACTOR SHALL HAVE ONE EXHAUSTION RESULT (COPY TO CITY).
18. TRENCHES SHALL BE BACKFILLED IN ACCORDANCE WITH CITY OF OXNARD STANDARD SPECIFICATIONS.
19. STABILIZATION AND TESTING OF THE NEW INSTALLATION SHALL BE COMPLETE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL SET THAT THE NEW INSTALLATION SHALL BE COMPLETE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
20. ALL VALVES SHALL BE INSTALLED WITH APPROVED TRENCH TYPE EXPOSED TO THE CITY OF OXNARD WILL SET THE METERS AFTER FINANCIAL ADJUSTMENTS ARE MADE.
21. ALL VALVES SHALL BE MADE AS GATE VALVES ON APPROVED EQUAL AND SHAP COATED WITH AN APPROVED TRENCH TYPE EXPOSED.
22. ALL VALVE DECKS SHALL BE SET TO FINISH GRADE BY THE CONTRACTOR AS PART OF THE CONSTRUCTION.
23. 16 GAUGE COPPER TRENCH LINE SHALL BE INSTALLED ON ALL PRE PREG ULAMS AND INTERIOR FLOOR SURFACES WITH AN APPROVED TRENCH TYPE EXPOSED.
24. ALL PRE INSULATED TRENCHES SHALL BE PROTECTED BY THE CONTRACTOR THROUGHOUT CONSTRUCTION AS DETERMINED BY THE FIRE CHIEF SHALL BE AVAILABLE PRIOR TO THE ISSUANCE OF BUILDING PERMIT.
25. CONTRACTOR SHALL REMOVE THE WATER DIVISION WITH 48 HOURS ADVANCED NOTICE.
26. THE WORK SHALL BE COMPLETED BY THE CONTRACTOR SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY OF OXNARD.

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



VICINITY MAP
SCALE: 1" = 100'
LAND DEVELOPMENT PERMIT NO. PZ-XX-XXXX

OWNER'S AGENT
AGENT: DANA MILLER
24 HRS. PHONE NO. (805) 616-0212

NOTICE OF INTENT
THE LAND OWNERS HEREBY GIVE NOTICE OF INTENT TO CONSTRUCT THE PROJECT DESCRIBED IN THE ATTACHED PERMIT APPLICATION. THE PROJECT WILL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF OXNARD STANDARD SPECIFICATIONS FOR PUBLIC WORKS AND THE CITY OF OXNARD STANDARD DATA DEVELOPMENT SPECIFICATIONS.

PREPARED BY:
BRANDON & JOHNSON
ENGINEERS AND ARCHITECTS
1000 S. OXNARD AVE., SUITE 100
OXNARD, CA 93030
TEL: (805) 461-1111
FAX: (805) 461-1112

PROJECT NO.
DATE: 3-14-2023

AS-BUILT CERTIFICATE

BENCH MARK
YONKIA COUNTY BENCHMARK
44-2 VARIO 588
ELEVATION 56.44' NAVD83

DATE: SIGNATURE: R.C.E. NO.

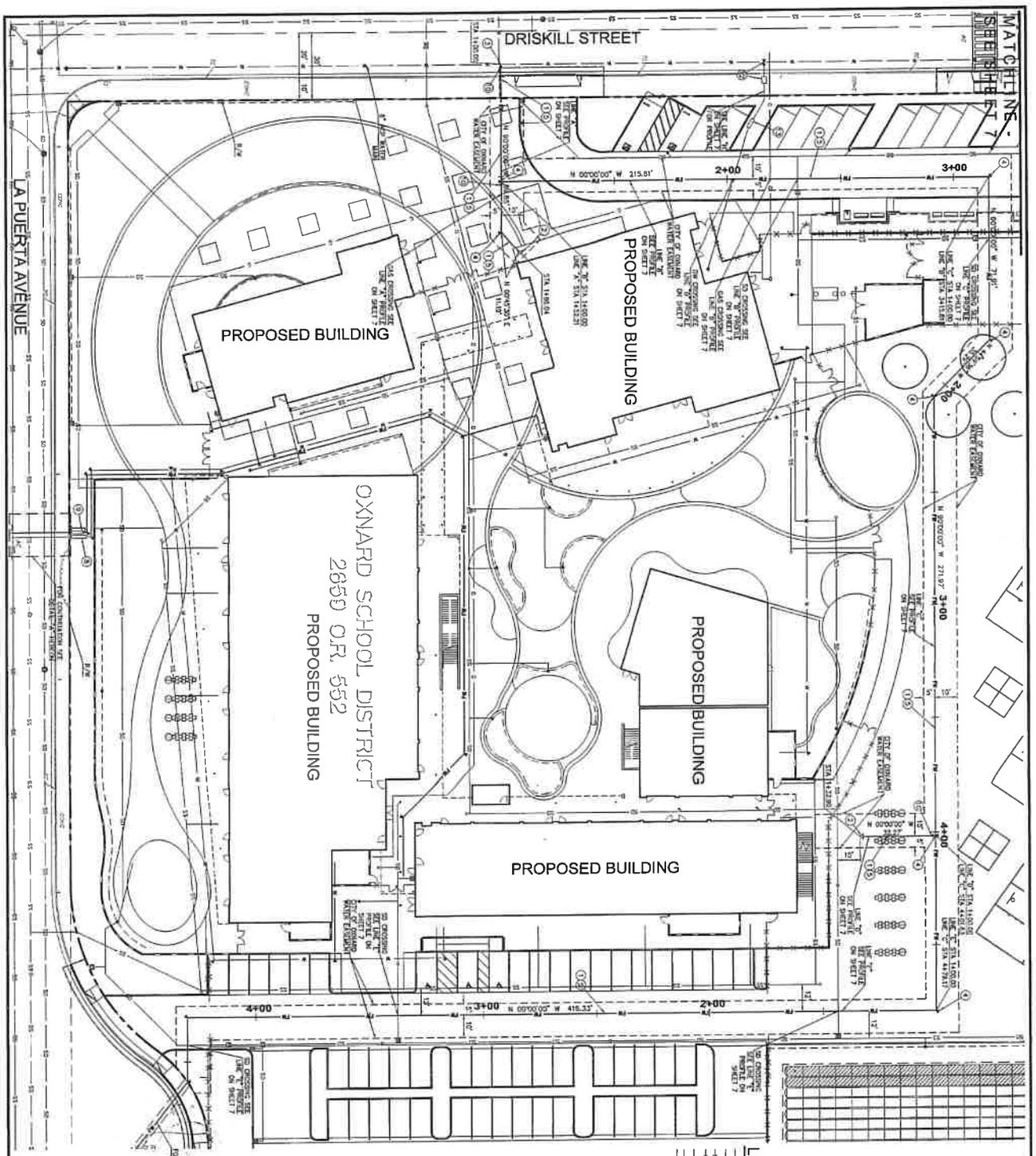
REVISIONS

DATE	DESCRIPTION

OXNARD
SEWERAGE SERVICES DEPARTMENT
WATER PLAN
TITLE SHEET & GENERAL NOTES
DATE: 12-4-2023
BY:
CHECKED BY:
DATE:
SCALE: 1" = 100'
PROJECT NO.

DEPARTMENT OF PUBLIC WORKS
1-800-492-4133
AT LEAST TWO DAYS BEFORE YOU BID

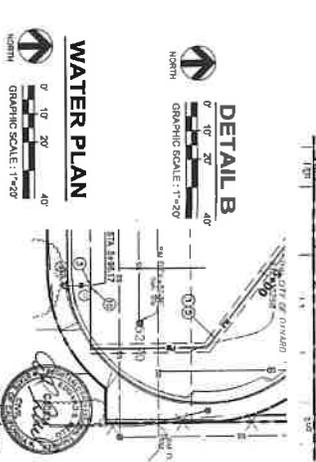
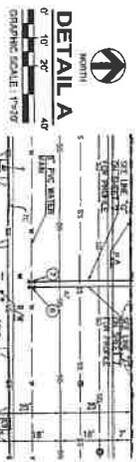
REMOVED BY: DATE:



- CONSTRUCTION NOTES:**
- INSTALL 1" PVC FIRE WATER LINE PER IAWA C-900 CLASS 200 W/ 0.1 FITTINGS.
 - INSTALL NEW JACOBS TRIM - 4-003 PER 4102 - 1/2" FIRE STOPKIT.
 - SEE TO OXNARD MAIN PER CITY OF OXNARD PLATE NO. 27 & 31.
 - INSTALL IMPROVEMENTS PER CITY OF OXNARD PLATE NO. 28.
 - THROUGH & BACKFILL PER CITY OF OXNARD PLATE NO. 62.
 - NEW 4" DOMESTIC WATER SERVICE AND 2" WATER PER CITY OF OXNARD PLATE NO. 310.
 - NEW 6" FIRE WATER SERVICE PER CITY OF OXNARD PLATE NO. 311.
 - INSTALL 5" REDUCED PRESSURE PRINCIPAL ASSEMBLY, MODEL 315 OR APPROVED EQUAL.
 - INSTALL 4" DOUBLE ACTING CHECK ASSEMBLY WITH 100' WALKS UOEL, 3000A OR APPROVED EQUAL, TAPPER SWITCH AND CLEAN & LOCK BOX TO SECURE THE MAIN.
 - INSTALL DATE VALVE AND VALVE LOCK PER CITY OF OXNARD PLATE NO. 303.
 - INSTALL 6" PVC FIRE MAIN LINE PER IAWA C-900 CLASS 200 W/ 0.1 FITTINGS.
 - NEW 2" DOMESTIC WATER SERVICE AND 2" WATER PER CITY OF OXNARD PLATE NO. 304.
 - INSTALL 1" SCHEDULE 40 PRESSURE PRINCIPAL ASSEMBLY, MODEL 315 OR APPROVED EQUAL.

LEGEND

---	PROPERTY LINE	---	GAS MAIN
---	CENTER LINE	---	SEWER
---	EXIST. FIRE	---	EXIST. GAS MAIN
---	EXIST. FENCE	---	EXIST. SANITARY SEWER
---	DOMESTIC WATER	---	EXIST. FIRE
---	REWORKED WATER	---	EXIST. WATER MAIN
---	REWORKED PIPE	---	EXIST. WATER MAIN
---	EXISTING WATER	---	EXISTING WATER
---	EXISTING FIRE	---	EXISTING FIRE



WATER PLAN

GRAPHIC SCALE: 1"=20'

AS-BUILT CERTIFICATE

I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING NO. _____ SHEET NO. _____ THROUGHOUT THE PROJECT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF CONTRACT AND AS SHOWN ON DRAWING NO. _____ THROUGHOUT THE PROJECT. ANY CHANGES OR OMISSIONS, AS INDICATED IN THE REVISION BLOCK.

DATE: _____ SIGNATURE: _____

R.C.E. Inc.

REVISIONS

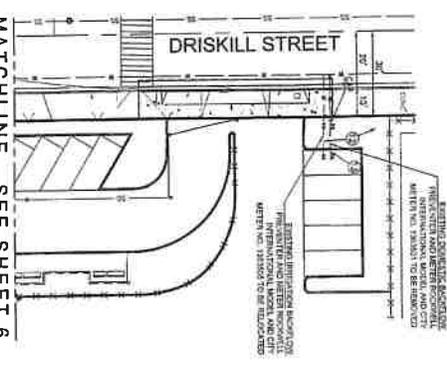
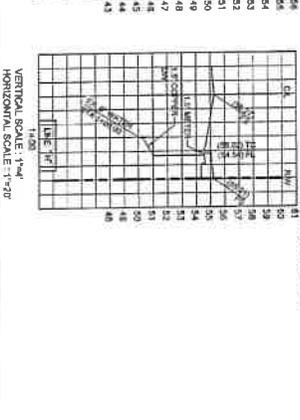
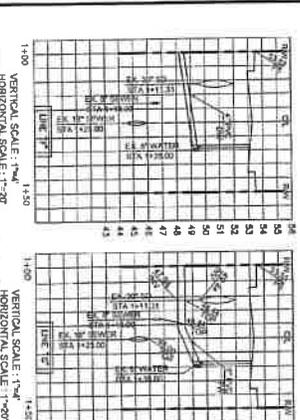
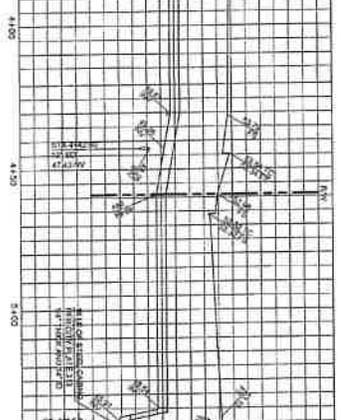
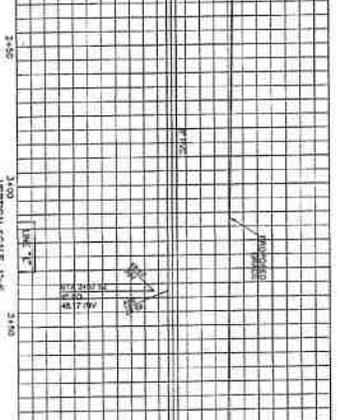
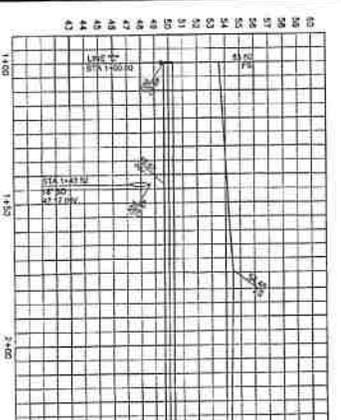
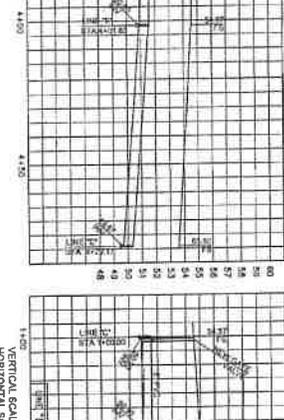
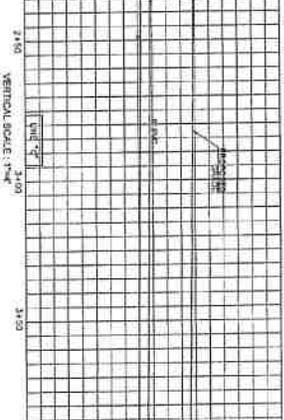
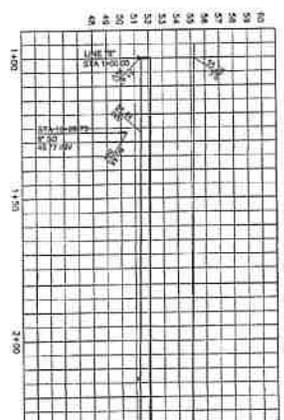
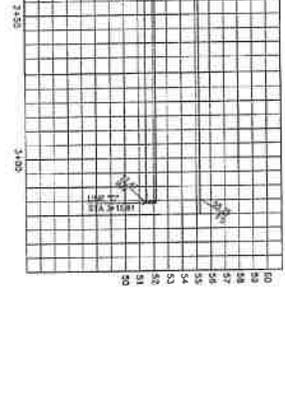
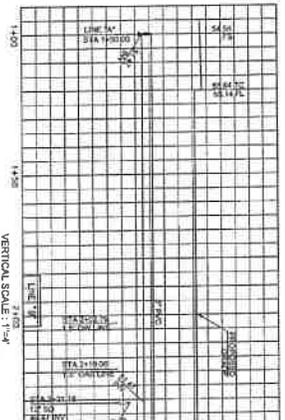
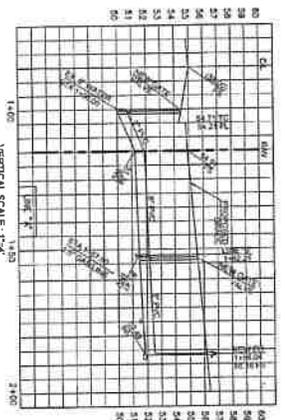
NO.	DATE	DESCRIPTION	BY
1	12/1/14	ISSUE FOR PERMITS	12/1/14

OXNARD ENGINEERING SERVICES DIVISION

WATER PLAN

12/1/14

21-28A



MATCHLINE - SEE SHEET 6
WATER PLAN

- CONSTRUCTION NOTES:
1. RELOCATE EXISTING EXPOSED WATER MAIN FROM PREVIOUS AND NEW
 2. RELOCATE EXISTING EXPOSED WATER MAIN FROM PREVIOUS AND NEW
 3. REMOVE EXISTING DOMESTIC WATER MAIN FROM PREVIOUS AND NEW AND CAP SERVICE AT PROPERTY LINE.

AS-BUILT CERTIFICATE

I HEREBY CERTIFY THAT THE WORK SHOWN ON DURING THE SHEET IS AS SHOWN ON THE DRAWING AND THAT THE WORK WAS DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE PROFESSION AND AS APPROVED BY THE ENGINEER AND AS INDICATED IN THE REVISION BLOCK.

DATE: _____ SIGNATURE: _____ P.E. No. _____

REVISIONS

NO.	DATE	DESCRIPTION	BY

DESIGNED BY: *[Signature]* DATE: _____

CHECKED BY: *[Signature]* DATE: _____

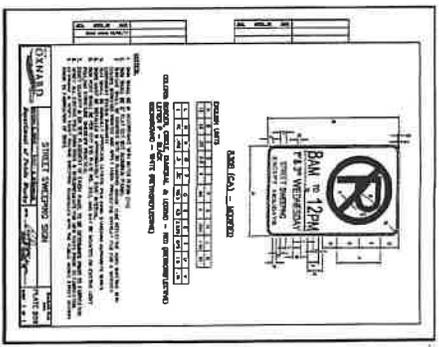
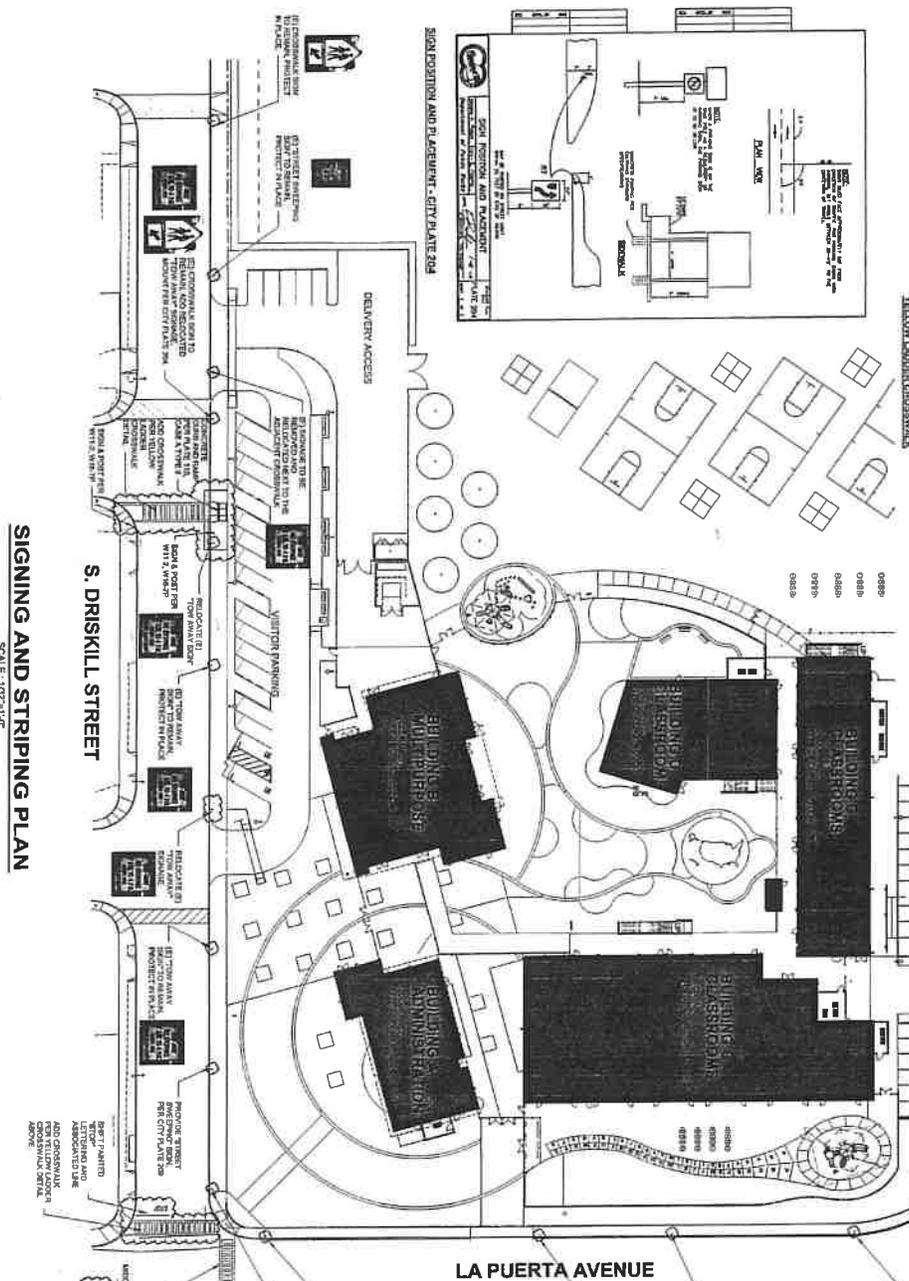
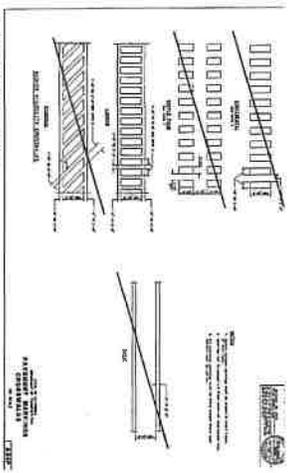
PROJECT: WATER PLAN WATER PROFILE

DATE: 1/24/24

SCALE: 1/4" = 1'-0"

21-29A

- GENERAL NOTES**
1. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING
 2. ALL SIGNAGE SHALL BE INSTALLED OR RESET PER CITY PLATE 204
 3. ALL NEW STRIPING SHALL BE THERMOPLASTIC
 4. ALL ROADSIDE SIGNAGE, MARKINGS, AND MARKERS SHALL BE IN CONFORMANCE WITH CITY OF OXNARD STANDARD PLANS AND SPECIFICATIONS, AND THE LATEST EDITION OF THE MUTCD.



SIGNING AND STRIPING PLAN

SCALE: 1/2"=1'-0"

AS-BUILT CERTIFICATE

1. I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING NO. _____ SHEET NO. _____ OF _____ HAS BEEN CONSTRUCTED IN CONFORMANCE WITH LINES AND COLORS AS SHOWN ON CHANCE DRESS, AS INDICATED IN THE REVISION BOOK.

DATE: _____

SIGNATURE: _____

TITLE: _____

REVISIONS:

DATE	REVISION	BY

OXNARD
STREET IMPROVEMENT PLAN
SIGNING & STRIPING PLAN

APPROVED BY: _____

DATE: _____



CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	12-19-2024
Permit Number:	DSA# 03-119284	Change Order No.:	9 R3
Project Name:	Rose Ave. K-5 Reconstruction	Change Event No.:	141
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

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, bond extensions, insurance.	\$	256,795.00
---	----	------------

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	12-19-2024
Permit Number:	DSA# 03-119284	Change Order No.:	9 R3
Project Name:	Rose Ave. K-5 Reconstruction	Change Event No.:	141
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

Huitt-Zollars

Re-staking The Fire Water Lane and revisions at the Parent Drop Off and La Puerta \$ 18,700.00

Inland Building

Site Concrete

Added curb ramps per Sheets 2 & 3 of 9 \$ 32,854.00
 Remove & Replace Slab for Bubbler \$ 14,760.00
 Schedule Extension, labor & Material increases \$ 55,865.00
 Re-Certification of Fire Extinguishers Due to Schedule Extension \$ 1,934.00
 Markup (Labor, Material and Equipment) \$ 12,867.00
 Street Sweeping \$ 10,500.00
 Bond/Insurance \$ 2,576.00
 Remove and replace of curb and gutter of sidewalk at Phase II construction entran \$ 15,000.00

Exterior Play & Gym Equipment

Exterior Play Equipment Material and Labor Cost \$ 20,101.00

JDML Inc.

Increase in Tipping fees for disposing of demolition waste at a landfill or recycling fac \$ 129,775.00
 Asphalt removal for installation of bubbler north of trash enclosure per Offsites \$ 4,400.00
 Approved Plans

Marina

SWPPP Maintenance due to time Extension - Thru December 2025 \$ 183,960.00
 QSP Inspections and Reports - Thru December 2025 \$ 32,900.00

Premierwest Landscape

Material Cost Increase for Landscape \$ 122,609.00
 Material increase for Irrigation Material \$ 32,632.00

RCM Fire Protection

Remobilization \$ 1,526.00
 Labor Cost Increase \$ 3,053.00

Smith MEP

Extended Warranty, Re-startup, & Labor cost Increase \$ 233,262.00

Summer Construction

Re-grading of Fireline & Parking Lot due to Firewater line reconstruction \$ 43,023.24
 Labor Cost Increase \$ 26,742.81

Taft Electric

Direct and Indirect Labor Cost Increase \$ 1,716,687.00

Other:

Ribbon Gutter/Curb Repairs at East parking lot after temp. base removal \$ 5,500.00
 Water Damage to Media Center- Ude Offsite Approvals not having the Utilities Tied- \$ 37,238.00
 Additional Clean-up - Site/Building due to Offsite Changes \$ 20,000.00
 Touch up - Due to Building final connections/ Offsite Approvals \$ 5,000.00
 Punch List Remobilizations \$ 15,000.00

Subtotal A: \$ 3,821,530.05

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	12-19-2024
Permit Number:	DSA# 03-119284	Change Order No.:	9 R3
Project Name:	Rose Ave. K-5 Reconstruction	Change Event No.:	141
Project Number:	15650001	Contract Number:	P22-01685
To: (Program Manager)	Gerald Schober - CFW	Task Order Number:	n/a
From: (Contractor or Design)	Balfour Beatty		

B. Offsite Approvals Delay for Work to be Completed (Based on November 2024 Schedule Update)			
Subcontractors' Insurances & Bonds	\$	517,983.00	
		Subtotal B:	\$ 517,983.00
C. General Contractor's Cost			
Balfour Beatty General Conditions)	\$	2,496,937.50	
Material (See attached supporting documentation.)		N/A	
Taxes at 9.5% of Material		N/A	
Labor (includes Fringe Benefits)		included above	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)		N/A	
		Subtotal C:	\$ 2,496,937.50
D. General Contractor's Overhead and Profit*			
Overhead & Profit 5% of Subtotal A	\$	191,076.50	
Overhead & Profit 5% of Subtotal B	\$	25,899.15	
Overhead & Profit 10% of Subtotal C	\$	249,693.75	
		Subtotal D:	\$ 466,669.40
E. Bond at 1%	1%	Subtotal E:	\$ 75,320.96
F. Builders Risk Insurance at 1%	1%	Subtotal F:	\$ 75,320.96
G. General Liability at 1.04%	1.04%	Subtotal G:	\$ 78,333.80
Grand Total = (A + B + C + D + E)		\$	7,532,096.00
Offsite Improvements Contingency		\$	150,000.00

Phase I & II

The request could potentially Increase the Milestones and/or Contract Time by **808** calendar days. 2026-03-23

□

Rafael Alamillo, Project Manager - Balfour Beatty		2024-12-19
Print Name & Title (General Contractor)	Signature	Date

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 630 - Facilities	Emailed	Faxed	Mailed	VENDOR # 006237/1	REQUISITIONER Lisa Franz	REQUISITION # R18-02721
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #	

ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	1	EACH	PROVIDE LEASE-LEASEBACK PRE-CONSTRUCTION SERVICES AT ROSE AVENUE SCHOOL PER AGREEMENT #17-158 *APPROVED BY THE BOARD OF TRUSTEES ON 9/20/17 ACCOUNT DISTRIBUTION (050184) 214- 6270- 9010- 0- 0000- 8500- 058- 600- 0058- 0	219,000.00	\$219,000.00
				AMOUNT	
				\$219,000.00	
IMPORTANT INSTRUCTIONS TO VENDOR 1. Itemized INVOICES in Duplicate. 2. Enclose PACKING LIST with ALL shipments. 3. No deviation in PRICE or SUBSTITUTION in kind permitted. 4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice. 5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE. 6. Purchase order number must appear on packing slip. 7. Charges for the purchase in excess of 10% must be verified before delivery.					
				Order Sub-Total	\$219,000.00
				Sales Tax	.00
				Shipping	.00
				Adjustment	.00
				Order Total	\$219,000.00

**** End of Order ****

AUTHORIZED BY:

Lisa A. Franz

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

#17-158

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.
- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant

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to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

- E. **Preconstruction Services.** The term “Preconstruction Services” as used in this agreement means to retain a professional construction firm (hereafter “CONTRACTOR”) to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term “Project” shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term “Project Manual” shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term “Site” as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term “Site Lease” as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- J. **Specifications.** The term “Specifications” shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term “Subcontractor” means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

#17-158

- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00)**, (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the

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Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss or vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking

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construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

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- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

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performed by, Contractor in connection with such shallow water table and with encountering water when digging.

- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign _____ as Project Manager/Superintendent for the Project. So long as _____ remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable

replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

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Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

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as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

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be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC
10620 Treena St., Suite 300
San Diego, CA 92131
Attn: Dennis Kuykendall

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

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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 (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

EXHIBIT B

Oxnard School District – Rose Avenue Elementary School Reconstruction

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00), to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA

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review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.
- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy

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of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOB) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.
- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

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- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.
- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

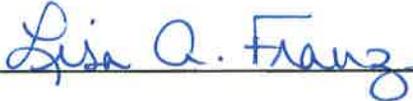
CONTRACTOR

Balfour Beatty Construction, LLC
10620 Treena St., Suite 300
San Diego, CA 92131

By:  _____
Name/Title: Brian Cahill, President, California Division
Date: October 11th, 2017

THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, CA 93030

By:  _____
Name/Title: Lisa A. Franz, Director, Purchasing
Date: 11-7-17

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:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 20, 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:

- March 1, 2025 Special Meeting
- March 5, 2025 Regular Meeting
- March 19, 2025 Regular Meeting
- April 2, 2025 Regular Meeting
- May 7, 2025 Regular Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

- Attached:** [Minutes March 1, 2025 Special Board Meeting \(4 pages\)](#)
[Minutes March 5, 2025 Regular Board Meeting \(10 pages\)](#)
[Minutes March 19, 2025 Regular Board Meeting \(14 pages\)](#)
[Minutes April 2, 2025 Regular Board Meeting \(13 pages\)](#)
[Minutes May 7, 2025 Regular Board Meeting \(21 pages\)](#)

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

MINUTES SPECIAL BOARD MEETING Saturday, March 1, 2025

8:00 AM - Open Meeting

Elm School Library - 450 East Elm Street, Oxnard CA 93033

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

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

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

Section A: PRELIMINARY

A.1. Call to Order and Roll Call

President Robles-Solis called the meeting to order at 8:03 a.m.

Present: Trustees Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, and Cynthia Salas. Also in attendance were Superintendent Anabolena DeGenna and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Dr. Anabolena DeGenna, Superintendent, led the audience in the pledge of allegiance.

A.3. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #25-12 Adoption of Agenda as Presented

Mover: Monica Madrigal Lopez

Seconder: Cynthia Salas

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

A.4. Board Governance Review Session (DeGenna)

The Board of Trustees and Superintendent participated in a Governance workshop facilitated by Dr. Trudy Tuttle Arriaga.

A.5. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.6. Closed Session

The Board convened to closed session at 11:05 a.m. to consider the following items:

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

- Public Employee Evaluation

• District Superintendent

A.7. Report Out of Closed Session

President Robles-Solis reported that there was nothing to report out.

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

Section G: CONCLUSION

G.1. ADJOURNMENT

President Robles-Solis adjourned the meeting at 12:20 p.m.

Motion to adjourn

Mover: Monica Madrigal Lopez

Secunder: Rose Gonzales

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 20th day of August 2025, the Board of Trustees of the Oxnard School District approves the Minutes of the Special Board Meeting of March 1, 2025, 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

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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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

MINUTES

REGULAR BOARD MEETING

Wednesday, March 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 Associate Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:00 p.m.

Present: Trustees Cynthia Salas, Rose Gonzales, Monica Madrigal Lopez, Brian Melanephy, and Veronica Robles-Solis. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Aracely Fox, Acting Assistant Superintendent Scott Carroll, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Evangeline Murillo, 5th grade student in Mr. Rodriguez's class at Curren School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Alejandro Bueno, 6th grade student in Mr. Martinez's class at Curren School, read the district's Mission and Vision Statement in English and Spanish.

A.4. Presentation by Curren School

Pablo Ordaz, Principal, Curren School, provided a presentation about Curren.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendments:

- Item C.5 - Ratification of Agreement #24-208 – Trudy Arriaga, Ed.D. (DeGenna) - item moved from Consent to Action at the Board's request.
- Item E.1 - Approval of Minutes (DeGenna) – minutes attachment revised to correct the motion under item A.9 from 5-0 to 3-2.

Motion #25-13 Adoption of Agenda as Amended

Mover: Brian Melanephy

Seconder: Rose Gonzales

Moved To: Adopt as Amended

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

A.6. Recognition of Monica Vergara, Outreach Specialist at Brekke School (DeGenna)

The Board of Trustees recognized Monica Vergara, Outreach Specialist at Brekke School, for her heroic actions to safeguard a student during a recent situation involving an unknown individual on campus.

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

A.7. Recognition of Alpha Kappa Alpha African American Speech Exposition Winners and Participants (DeGenna)

The Board of Trustees recognized the winners and participants of the Alpha Kappa Alpha African American Speech Exposition, held at Marshall School on Saturday, February 22, 2025.

Winners:

1st place: Amiah-Faith Lillie Weaver - Marshall School
2nd place: Maximo Alexander Diaz - Sierra Linda School
3rd place: Jaylee Gomez - Frank School

Participants:

Brekke - Jack Pompey
Chavez - Jose Manuel Zendejas
Curren - Evangeline Murillo
Driffill - Brandon Madrid
Elm - Evelyn Almanza
Fremont - Isla Freitas
Harrington - Emmanuel Davila
Lopez - Ximena Paniagua
Lemonwood - Natalia Anguiano
Marina West - Valeria Castillo Castellanos
McAuliffe - Cassi Parcon
McKinna - Sophia Paniagua
Ramona - Carolina Navarro
Ritchen - Jolene Vera
Rose Avenue - Diego Velasco
Soria - Sophia Rose Preciado

A.8. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.9. Closed Session

The Board convened to closed session at 5:53 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
- YV v. Oxnard SD, Case #GHC0058142

- Anticipated Litigation:

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

Section 54956.9: 2 cases

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

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

3. Pursuant to Section 54957 of the Government Code the Board will consider
personnel matters, including:
- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Appointment
• Assistant Superintendent, Human Resources

A.10. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:03 p.m.

A.11. Report Out of Closed Session

President Robles-Solis reported on the following action taken in closed session:

Motion #25-14 Appointment of Dr. Scott Carroll as Assistant Superintendent, Human
Resources

Mover: Monica Madrigal Lopez

Seconder: Cynthia Salas

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales,
Cynthia Salas

Motion Result: Passed

A.12. Presentation of the Oxnard School District's Child Nutrition Program (Núñez/Corona)

Patricia Núñez, Director of Fiscal Services, introduced Jason Corona, Director of Child
Nutrition Services, who provided an overview of the Child Nutrition Services Program for the
Oxnard School District.

Section B: PUBLIC COMMENT/HEARINGS

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

- Ana Mendoza re: use of pesticides in schools - request to add report on topic to agenda
- Rufina Solano re: use of pesticides in schools - request to add report on topic to agenda
- Jerry Saldana re: use of pesticides in schools - request to add report on topic to agenda

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

Section C: CONSENT AGENDA

The consent agenda was approved as amended.

Motion #25-15 Approval of Consent Agenda as Amended

Mover: Brian Melanephy

Seconder: Cynthia Salas

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

C.1. Personnel Actions (Carroll/Fuentes)

As presented.

C.2. Approval of Notice of Completion - Bid #23-01, ELOP Building Roofing Project (Hubbard)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.3. Approval of Amendment #1 to Construction Services Agreement #24-143 with Viola Inc. for the Modernization Project at McAuliffe Elementary School (Hubbard/CFW)

To establish the Guaranteed Maximum Price ("GMP") for the Modernization Project at McAuliffe Elementary School, in the amount of \$6,908,240.50, to be paid out of Master Construct and Implementation Funds.

C.4. Approval of Agreement #24-202, Lexia Learning Systems LLC (Fox)

To provide teachers, administrators, and Teachers on Special Assignment with virtual support, strategies, and tools for implementation planning, progress monitoring, and professional development, including live online sessions, March 6, 2025 through June 30, 2025, in the amount not to exceed \$1,433.22, to be paid out of LCFF Funds.

Section C: RATIFICATION OF AGREEMENTS

C.5. Ratification of Agreement #24-208 – Trudy Arriaga, Ed.D. (DeGenna)

Item moved from Consent to Action Item D.5 at the Board's request.

Section D: ACTION ITEMS

D.1. Reduction In Force: Reduction or Discontinuance of Particular Kinds of Service and Adoption of Resolution #24-14 (Carroll/Cordes)

Dr. Scott Carroll, Acting Assistant Superintendent, Human Resources, recommended the Board's adoption of Resolution #24-14 Reduction In Force: Reduction or Discontinuance of Particular Kinds of Service.

Motion #25-16 Adoption of Resolution #24-14 Reduction in Force: Reduction or Discontinuance of Particular Kinds of Service

Mover: Cynthia Salas

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.2. Approval of Agreement #24-203, School Services of California, Inc. (Carroll/Fuentes)

Dr. Scott Carroll, Acting Assistant Superintendent, Human Resources, recommended the Board's approval of Agreement #24-203 with School Services of California, Inc., to provide executive search services for the recruitment of an Assistant Superintendent, Business & Fiscal Services, March 6, 2025 through June 30, 2025, in the amount not to exceed \$28,000.00, to be paid out of the General Fund.

Motion #25-17 Approval of Agreement #24-203, School Services of California, Inc.

Mover: Rose Gonzales

Seconder: Cynthia Salas

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.3. Approval of Change Order #7 for Viola Constructors for the Drifill Elementary School New Transitional Kindergarten Facilities (Hubbard/CFW)

David Hubbard, Chief Information Officer, in conjunction with Caldwell Flores Winters, recommended the Board's approval of Change Order #7 for Viola Constructors for the Drifill Elementary School New Transitional Kindergarten Facilities, to return funds to the Contractor which had been improperly deducted from the Construction Services Agreement under Change Order #003, in the amount of \$188,150.00, to be paid out of Master Construction and Implementation Funds.

Motion #25-18 Approval of Change Order #7 for Viola Constructors for the Drifill Elementary School New Transitional Kindergarten Facilities Mover: Brian Melanephy

Seconder: Cynthia Salas

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

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

D.4. Request for Approval of Out of State Training Attendance (DeGenna/Jefferson)

Danielle Jefferson, Director, Special Education, recommended that the Board of Trustees approve out of state training attendance for Kayla Nelson, Special Education Manager, and Janet Hurtado and Nicole Espinoza, Special Education Teachers, to attend the TEACCH Five Day Classroom Training, July 28 - August 1 2025 in Chapel Hill, NC, in the amount not to exceed \$13,000.00, to be paid from Special Education Funds.

Motion #25-19 Approval of Out of State Training Attendance

Mover: Rose Gonzales

Secunder: Cynthia Salas

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.5. Ratification of Agreement #24-208 - Trudy Arriaga, Ed.D (DeGenna)

Item moved to Action from Consent Item C.5 at the Board's request.

Dr. Ana DeGenna, Superintendent, recommended the Board's ratification of Agreement #24-208 with Trudy Arriaga, Ed.D, for providing consultant services relative to Board Governance at the March 1, 2025 Special Board meeting, in the amount of \$1,500.00, to be paid out of the General Fund.

Motion #25-20 Ratification of Agreement #24-208 with Trudy Arriaga, Ed.D

Mover: Cynthia Salas

Secunder: Rose Gonzales

Moved To: Ratify

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

The Board approved the minutes of the December 18, 2024 Regular Meeting, as amended. Correction of motion under item A.9 from 5-0 to 3-2.

Motion #25-21 Approval of Minutes - December 18, 2024 Regular Meeting, as Amended

Mover: Brian Melanephy

Secunder: Monica Madrigal Lopez

Moved To: Approve as Amended

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

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

Section F: BOARD POLICIES

F.1. First Reading to BP/AR 6158 Independent Study (Fox/Nocero)

Dr. Aracely Fox, Assistant Superintendent, Educational Services, presented BP/AR 6158 Independent Study for First Reading. The revised policies will be presented at the March 19, 2025 Board meeting for Second Reading and Adoption.

Section G: CONCLUSION

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

Ana DeGenna

- Positive Adventures
- AKA Speech Competition
- Read Across America
- OSD Student Profile
- Hatching Results National School Counseling Leadership Conference
- Orenda Spring Board Intensive
- UnboundEd Leadership Retreat
- March Observances
- Remembering Ivan Gustavo Ramirez Trejo

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

Monica Madrigal Lopez

- Thank you to Curren for being here
- Congratulations to students that participated and won in speech contest
- Thank you to everyone for their work
- Need to investigate re: pesticides
- Congratulations to Dr. Carroll

Cynthia Salas

- Congratulations to students
- Battle of the Books coming up - looking forward to it
- Requests MSDS sheets for pesticides that are allegedly being used on campus
- Thank you to everyone that was here tonight

Rose Gonzales

- Thank you to Curren School for presentation
- Thank you to African American Speech participants and winners
- Has enjoyed reading at Curren, McAuliffe, Marshall and McKinna for Read Across America; looks forward to reading at other sites
- Thank you to speakers during public comments

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

Brian Melanephy

- Attended Orenda - very eye-opening and motivating
- Tonight diversity was celebrated - importance of diversity and equity
- Attending Equity Conference at VCOE on March 11
- Enjoyed visiting Lopez Academy last week
- Board retreat on Saturday was great
- Looking forward to reading during Read Across America
- Proud to be a part of this community
- Congratulations to Dr. Carroll

Veronica Robles-Solis

- Congratulations to all participants in AKA Speech Contest
- Thank you to Curren for presentation
- Looking forward to reading at sites
- Congratulations to Dr. Carroll

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 8:24 p.m.

Motion to adjourn

Mover: Brian Melanephy

Seconder: Monica Madrigal Lopez

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 20th day of August 2025, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of March 5, 2025, 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

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

MINUTES

REGULAR BOARD MEETING

Wednesday, March 19, 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

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

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

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:02 p.m.

Present: Trustees Cynthia Salas, Rose Gonzales, Monica Madrigal Lopez, Brian Melanephy, and Veronica Robles-Solis. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Aracely Fox, Acting Assistant Superintendent Scott Carroll, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Madelyn Leann Driscoll, 8th grade student in Mr. Mahoney 's class at Driffill, led the audience in the Pledge of Allegiance.

A.3. District’s Vision and Mission Statement

Ayleen Guadalupe Ceja Vargas, 4th grade student in Ms. Palacios's class at Driffill School, read the District's Mission and Vision Statement in English and Spanish.

A.4. Presentation by Driffill School

Javier Tapia, Principal, Driffill School, provided a short presentation to the Board regarding Driffill.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendments.

The following items were moved from Consent to Action at the Board’s request:

- Item C.4 - Approval of Change Order #008 to Construction Service Agreement #22-238 - Viola Constructors for the Driffill Elementary School New Transitional Kindergarten Project (Hubbard/CFW)
- Item C.5 - Approval of Agreement #24-198 – Shoonya Digital Inc. (Fox)
- Item C.6 - Approval of Agreement #24-199 – AlphaBEST Education, Inc. (Fox/Shea)
- Item C.7 - Approval of Agreement #24-200 – Mindset Academy by SWEAT III (Fox/Anguiano)
- Item C.8 - Approval of Agreement #24-201 – Mindset Academy by SWEAT III (Fox/Shea)
- Item C.9 - Approval of Agreement #24-206 – Prismatic Magic LLC (Fox/Shea)

Motion #25-22 Adoption of Agenda as Amended

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Adopt as Amended

Ayes: 3 - Veronica Robles-Solis, Rose Gonzales, Cynthia Salas

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

Nays: 2 - Brian Melanephy, Monica Madrigal Lopez

Motion Result: Passed

A.6. Update on Use of Pesticides (DeGenna/Hubbard)

Dr. Ana DeGenna, Superintendent, introduced David Hubbard, Chief Information Officer, who provided an update on the use of pesticides in the district. Mr. Hubbard stated that the district was in the process of evaluating and updating the list of pesticides being used, and that a comprehensive report would be presented at an upcoming Board meeting.

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 5:43 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
- D.J. v. Oxnard SD, et al., Case #2024-CUOE029274
- S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
- YV v. Oxnard SD, Case #GHC0058142
- OAH Case #2024100850

- Anticipated Litigation:

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

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

Conference with Labor Negotiator:

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

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

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

- Public Employee(s) Discipline/Dismissal/Release

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

The Board reconvened to open session at 7:05 p.m.

A.10. Report Out of Closed Session

President Robles-Solis reported on the following action taken in closed session:

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

Motion #25-23 Approval of Final Settlement Agreement - OAH Case #2024100850

Mover: Brian Melanephy

Secunder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

Section C: CONSENT AGENDA

The consent agenda was approved as amended.

Motion #25-24 Approval of Consent Agenda as Amended

Mover: Cynthia Salas

Secunder: Brian Melanephy

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

C.1. Designation of the Oxnard School District's California Schools Employee Benefits Organization (CSEBO) Representative and Alternate (Carroll)

To approve the designations of Dr. Scott Carroll, Assistant Superintendent, Human Resources and Joanne Pelino, School Psychologist, as Representatives to the CSEBO Board, and Patty Nuñez, Director of Fiscal Services, and Angelique Pagliano, School Psychologist, as Alternates.

C.2. Establishment and Increase in Hours of Positions (Carroll/Fuentes)

As presented.

C.3. Personnel Actions (Carroll/Fuentes)

As presented.

C.4. Approval of Change Order #008 to Construction Service Agreement #22-238 - Viola Constructors for the Drifill Elementary School New Transitional Kindergarten Project (Hubbard/CFW)

Item moved from Consent to Action at the Board's request.

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

Section C: APPROVAL OF AGREEMENTS

C.5. Approval of Agreement #24-198 – Shoonya Digital Inc. (Fox)

Item moved from Consent to Action at the Board's request.

C.6. Approval of Agreement #24-199 – AlphaBEST Education, Inc. (Fox/Shea)

Item moved from Consent to Action at the Board's request.

C.7. Approval of Agreement #24-200 – Mindset Academy by SWEAT III (Fox/Anguiano)

Item moved from Consent to Action at the Board's request.

C.8. Approval of Agreement #24-201 – Mindset Academy by SWEAT III (Fox/Shea)

Item moved from Consent to Action at the Board's request.

C.9. Approval of Agreement #24-206 – Prismatic Magic LLC (Fox/Shea)

Item moved from Consent to Action at the Board's request.

C.10. Approval of Agreement #24-209 – CDW-G (DeGenna/Hubbard)

To provide engineering, consulting, and maintenance services to the district's Information Technology department, March 20, 2025 through June 30, 2025, in the amount not to exceed \$11,620.00 to be paid out of Unrestricted General Funds.

C.11. Approval of Agreement #24-212 – Midwestern University (Carroll)

To provide university students, referred to as "unpaid interns," supervised clinical experience in speech-language pathology, providing them with the opportunity to gain hands-on experience in a public school environment, March 20, 2025 through March 19, 2028, at no cost to Oxnard School District.

C.12. Approval of Agreement #25-03 – Spectrum Enterprise – Network Connections - E-Rate (DeGenna/Hubbard)

To provide point-to-point network connections, Option 8, between various locations within the Oxnard School District, July 1, 2025 through June 30, 2026, in the amount not to exceed \$44,340.00, to be paid out of E-Rate Funds (\$39,906.00) and the General Fund (\$4,434.00).

C.13. Approval of Agreement #25-04 with CDW-G - Infrastructure Modernization Project – E-Rate (DeGenna/Hubbard)

For Infrastructure Modernization, including LAN Fiber Replacement and UPS Installation at all school sites, and Cabinet Upgrades for the Data Center, July 1, 2025 – December 30, 2025, in the amount not to exceed \$1,405,514.26, to be paid out of E-Rate Funds (\$1,116,374.50) and the General Fund (\$289,139.76).

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

Section C: RATIFICATION OF AGREEMENTS

C.14. Ratification of Agreement #24-210 Nigro & Nigro, PC – School Facility Program Performance Audit Services (Nuñez)

To perform the School Facility Program Performance Audit Services for Brekke, Elm, Harrington, Lemonwood, McAuliffe, McKinna, Ramona, and Ritchen, July 1, 2024 through June 30, 2025, in the amount not to exceed \$90,000.00, to be paid out of the General Fund.

Section D: ACTION ITEMS

Motion #25-25 Approval of Employment Agreement - Assistant Superintendent, Human Resources

Mover: Monica Madrigal Lopez

Secunder: Cynthia Salas

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.1. Approval of Employment Agreement - Assistant Superintendent, Human Resources (DeGenna)

Dr. Ana DeGenna, Superintendent, recommended the Board's approval of the employment agreement for Dr. L. Scott Carroll, Assistant Superintendent, Human Resources, March 6, 2025 - June 30, 2028, in the amount of \$211,640.00 per year.

Motion #25-25 Approval of Employment Agreement - Assistant Superintendent, Human Resources

Mover: Monica Madrigal Lopez

Secunder: Cynthia Salas

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.2. Approval of Agreement #25-02 – AT & T Business - Mobile Hotspots and Data Services - E-Rate (DeGenna/Hubbard)

David Hubbard, Chief Information Officer, Dr. Ana DeGenna, Superintendent, recommended the Board's approval of Agreement #25-02 with AT & T Business, to provide Mobile Hotspots and Data Services to OSD families and staff, July 1, 2025 through June 30, 2026, in the amount not to exceed \$203,550.00, to be paid out of E-Rate Funds (\$177,000.00) and the General Fund (\$26,550.00).

Motion #25-26 Approval of Agreement #25-02 – AT & T Business - Mobile Hotspots and Data Services - E-Rate

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

Mover: Cynthia Salas

Second: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.3. Consideration of the Adoption of Resolution No. 24-17 Authorizing and Directing the Conveyance of a Right of Way Easement to the City of Oxnard (Hubbard)

David Hubbard, Chief Information Officer, recommended the Board's adoption of Resolution No. 24-17 Authorizing the Conveyance of a Right of Way Easement to the City of Oxnard and related documents and actions.

Motion #25-27 Consideration of the Adoption of Resolution No. 24-17 Authorizing and Directing the Conveyance of a Right of Way Easement to the City of Oxnard

Mover: Cynthia Salas

Second: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.4. Approval of Agreement #25-01 with Durham School Services for Pupil Transportation Services (Hubbard/Galván)

Rita Galvan, Director of Transportation, and David Hubbard, Chief Information Officer, recommended the Board's approval of Agreement #25-01 with Durham School Services, to provide pupil transportation services, July 1, 2025 through June 30, 2027, in the amount not to exceed \$14,000,000.00 for the 2-year term, to be paid out of the General Fund.

Motion #25-28 Approval of Agreement #25-01 with Durham School Services for Pupil Transportation Services

Mover: Cynthia Salas

Second: Monica Madrigal Lopez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Cynthia Salas

Recused: 1 – Rose Gonzales

Motion Result: Passed

D.5. Approval of Oxnard School District 2024-2025 Second Interim Financial Report (Period Ending January 31, 2025) (Núñez)

Patricia Núñez, Director of Fiscal Services, recommended the Board's approval of the Oxnard School District 2024-25 Second Interim Report (Period Ending January 31, 2025), as presented.

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

Motion #25-29 Approval of Oxnard School District 2024-2025 Second Interim Financial Report (Period Ending January 31, 2025)

Mover: Cynthia Salas

Seconder: Brian Melanephy

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.6. Approval of Agreement #24-211, Nigro & Nigro, PC – District’s Measure I Building Bond Audit Services for Fiscal Years 2024-25 and 2025-26 (Nuñez)

Patricia Nuñez, Director of Fiscal Services, recommended the Board's approval of Agreement #24-211 with Nigro & Nigro, PC, to perform the District’s Measure I Building Fund Bond Audits for fiscal years 2024-25 and 2025-26, in the amount not to exceed \$10,000.00 per year, to be paid out of the General Fund.

Motion #25-30 Approval of Agreement #24-211, Nigro & Nigro, PC – District’s Measure I Building Bond Audit Services for Fiscal Years 2024-25 and 2025-26

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.7. Approval of Change Order #008 to Construction Service Agreement #22-238 - Viola Constructors for the Driffill Elementary School New Transitional Kindergarten Project (Hubbard/CFW)

Item moved from Consent to Action at the Board's request.

David Hubbard, Chief Information Officer, in conjunction with Caldwell Flores Winters, recommended the Board's approval of Change Order #008 to Construction Service Agreement #22-238 - Viola Constructors for the Driffill Elementary School New Transitional Kindergarten Project, to install a new pedestrian gate at the Southwest corner of Room 800 and new Audio-Visual systems for the new classrooms, in the amount of \$47,768.93, to be paid out of Master Construct and Implementation Funds.

Motion #25-31 Approval of Change Order #008 to Construction Service Agreement #22-238 - Viola Constructors for the Driffill Elementary School New Transitional Kindergarten Project

Mover: Brian Melanephy

Seconder: Cynthia Salas

Moved To: Approve

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

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas
Motion Result: Passed

D.8. Approval of Agreement #24-198 – Shoonya Digital Inc. (Fox)

Item moved from Consent to Action at the Board's request.

Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #24-198 with Shoonya Digital Inc., to facilitate the setup, demonstration, and implementation of foundational literacy and numeracy skill-building for TK in both English and Spanish, including providing professional development support to teachers and staff, product onboarding, initial setup, unlimited technical assistance, and ongoing product updates throughout the term, March 28, 2025 through March 27, 2026, in the amount of \$3,000.00, to be paid out of LCFF funds.

Motion #25-32 Approval of Agreement #24-198 - Shoonya Digital Inc.

Mover: Brian Melanephy

Seconder: Cynthia Salas

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.9. Approval of Agreement #24-199 – AlphaBEST Education, Inc. (Fox/Shea)

Item moved from Consent to Action at the Board's request.

Dr. Ginger Shea, Director, Enrichment & Specialized Programs, and Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #24-199 with AlphaBEST Education, Inc., to provide a pilot Transitional Kindergarten/Kindergarten (TK/K) after-school enrichment program at Brekke, McKinna and Rose Avenue that offers daily enrichment activities, physical games, story time, and hands-on activity stations tailored to early learners at three to five sites within the Oxnard School District, April 22, 2025 through June 30, 2025, in the amount not to exceed \$104,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

Motion #25-33 Approval of Agreement #24-199 - AlphaBEST Education, Inc.

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

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

D.10. Approval of Agreement #24-200 – Mindset Academy by SWEAT III (Fox/Anguiano)

Item moved from Consent to Action at the Board's request.

Bertha Anguiano, Principal, Chavez School, and Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #24-200 with Mindset Academy by SWEAT III, for group workshops on SEL, PBIS, student voice, and character development for staff, parents, and students, March 31, 2025 through June 30, 2025, in the amount not to exceed \$9,400.00, to be paid out of Title III Funds.

Motion #25-34 Approval of Agreement #24-200 – Mindset Academy by SWEAT III

Mover: Cynthia Salas

Seconder: Brian Melanephy

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.11. Approval of Agreement #24-201 – Mindset Academy by SWEAT III (Fox/Shea)

Item moved from Consent to Action at the Board's request.

Dr. Ginger Shea, Director, Enrichment & Specialized Programs, and Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #24-201 with Mindset Academy by SWEAT III, to provide a series of workshops to students in the Elm School After School Program that feature interactive discussions, role-playing scenarios, and activities aimed at empowering youth voices, strengthening character-building principles, and promoting reflective practices, March 20, 2025 - June 30, 2025, in the amount not to exceed \$14,200.00, to be paid out of Expanded Learning Opportunities Program Funds.

Motion #25-35 Approval of Agreement #24-201 – Mindset Academy by SWEAT III

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.12. Approval of Agreement #24-206 – Prismatic Magic LLC (Fox/Shea)

Item moved from Consent to Action at the Board's request.

Dr. Ginger Shea, Director, Enrichment & Specialized Programs, and Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #24-206 with Prismatic Magic, LLC, to present a Laser Safari Program for students in the Oxnard

School District during Spring Camp at eight school site locations, April 8 – 17, 2025, in the amount not to exceed \$7,992.00, to be paid out of Expanded Learning Opportunities Program Funds.

Motion #25-36 Approval of Agreement #24-206 – Prismatic Magic LLC

Mover: Rose Gonzales

Seconder: Cynthia Salas

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

The Board approved the minutes of the January 15, 2025 Regular Board Meeting, as presented.

Motion #25-37 Approval of Minutes - January 15, 2025 Regular Board Meeting

Mover: Brian Melanephy

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading - 1312.3 BP and AR (Revisions): Uniform Complaint Procedures (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's review of the revisions to 1312.3 BP and AR Uniform Complaint Procedures, as presented for First Reading. The revised policies will be presented for Second Reading and Adoption at the April 2, 2025 Regular Board meeting.

F.2. First Reading - 1312.4 AR, E(1), and E(2) (Revisions): Williams Uniform Complaint Procedures (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's review of the revisions to 1312.4 AR, E(1), and E(2): Williams Uniform Complaint Procedures, as presented for First Reading. The revised policies will be presented for Second Reading and Adoption at the April 2, 2025 Regular Board meeting.

F.3. Second Reading and Adoption - BP/AR 6158 Independent Study (Fox/Nocero)

Dr. Aracely Fox, Assistant Superintendent, Educational Services, and Dr. Jodi Nocero,

Director, Pupil Services, recommended the Board's approval and adoption of the revisions to BP/AR 6158 Independent Study, as presented for Second Reading.

Motion #25-38 Second Reading and Adoption - BP/AR 6158 Independent Study

Mover: Monica Madrigal Lopez

Seconder: Brian Melanephy

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Section G: CONCLUSION

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

Ana DeGenna

- Migrant Speech & Debate Contest
- Spanish Spelling Bee
- OSD Student Profile
- RISE Committee
- VCOE Equity Conference

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

Monica Madrigal Lopez

- Thank you for all presentations today
- Thank you to staff for staying
- Shout out to Principal Tapia - very meaningful that he incorporated his staff into his presentation

Cynthia Salas

- Thank you to OSD for the participation in the Speech & Debate Competition; thank you to Dr. Fox and Dr. Ruvalcaba and all staff
- Save the date - Ventura County Board of Supervisors will be recognizing Speech & Debate students on May 13th at 9:00 a.m.
- VCOE Equity Conference - presentation regarding collecting and analyzing data in real time
- Appreciates everyone being in the community and having presence as OSD

Rose Gonzales

- Thank you to Driffill and all presenters
- Thank you to Principals, Assistant Principals, Librarians, ORC's and teachers who invited Trustees to participate in Read Across America; thank you to McKinna, Marshall, Curren, McAuliffe, Brekke, San Miguel, Sierra Linda, Rose Avenue, Kamala and Lemonwood

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

- Enjoyed attending Lemonwood's Loteria night
- Enjoyed attending VCOE Equity Conference
- Upcoming English Spelling Bee at VCOE
- Passing of Jay Marshall, former OSD teacher

Brian Melanephy

- Enjoyed participating in Read Across America at Kamala
- Thank you to Driffill for presentation
- Participated in panel at CalLutheran University for Paths to Professionalism Expo
- Looking forward to attending CABA in Long Beach next week

Veronica Robles-Solis

- Thank you to Driffill Rams for being here
- Enjoyed reading at Soria

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 9:17 p.m.

Motion to adjourn

Mover: Cynthia Salas

Seconder: Brian Melanephy

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and

Secretary to the Board of Trustees

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

By our signature below, given on this 20th day of August 2025, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of March 19, 2025, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct
March 19, 2025

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.
Assistant Superintendent,
Human Resources

MINUTES REGULAR BOARD MEETING Wednesday, April 2, 2025

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 Assistant Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:00 p.m.

Present: Trustees Cynthia Salas, Rose Gonzales, Monica Madrigal Lopez (arrived at 6:00 p.m.), Brian Melanephy, and Veronica Robles-Solis. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Aracely Fox, Assistant Superintendent Scott Carroll, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Sofía Ramirez, 6th grade student at Frank Academy, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Samantha Gonzalez, 8th grade student at Frank Academy, read the district's Mission and Vision Statement in English. Marisol Garcia, 7th grade student at Frank Academy, read the district's Mission and Vision Statement in Spanish.

A.4. Presentation by Frank Academy

Tyler Higa, Principal, Frank Academy, provided a presentation about Frank.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendments:

- Item C.6 - Approval of Allowance Allocation #1 from Amendment #002 for Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Avenue Elementary School Reconstruction Project (Hubbard/CFW) Moved from Consent to Action at the Board's request
- Item C.10 - Purchase Order/Draft Payment Report #24-08 (Núñez/Reyes) Moved from Consent to Action at the Board's request
- Item C.12 - Approval of Agreement #24-216 – Voler Strategic Advisors, Inc. (DeGenna) Moved from Consent to Action at the Board's request

Motion #25-39 Adoption of Agenda as Amended

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Adopt as Amended

Ayes: 4 - Veronica Robles-Solis, Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

A.6. Study Session - Pesticide Use Presentation (Hubbard/Lopez)

David Hubbard, Chief Information Officer, and Marcos Lopez, Senior Manager, Maintenance & Operations, provided information regarding pesticide use in the district, Integrated Pest Management (IPM), and the requirements under the Healthy Schools Act. Effective April 1, the district has discontinued use of chemicals on all campuses. The plan is to present the Board with options at their June 4th Board meeting, with a subsequent Action item at the June 18 meeting.

A.7. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

Teresa Gomez re: pesticide study - thank you for taking the concerns surrounding this issue seriously.

A.8. Closed Session

The Board convened to closed session at 6:03 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 D.J. v. Oxnard SD, et al., Case #2024-CUOE029274 S.T. v.
- Oxnard SD, et al., Case #2023-CUOE015904 YV v. Oxnard SD, Case
- #GHC0058142 OAH Case #2024110403

- Anticipated Litigation:

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

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

Conference with Labor Negotiator:

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

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-

Administrators, Classified Management, Confidential

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

- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Appointment
- Director, Certificated Human Resources

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

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

The Board reconvened to open session at 7:22 p.m.

A.10. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #25-40 Approval of Final Settlement Agreement - OAH Case #2024110403

Mover: Monica Madrigal Lopez

Seconder: Brian Melanephy

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Motion #25-41 Appointment of Allison Cordes as Director, Certificated Human Resources

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Appoint

Ayes: 4 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales

Nays: 1 - Cynthia Salas

Motion Result: Passed

A.11. Adoption and Presentation of Resolution #24-16 for National Library Week, April 6-12, 2025 (Fox/Thomas)

The Board of Trustees adopted Resolution #24-16 in recognition of April 6-12, 2025 as National Library Week.

Motion #25-42 Adoption of Resolution #24-16 for National Library Week, April 6-12, 2025

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

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

Section C: CONSENT AGENDA

The consent agenda was approved as amended.

Motion #25-43 Approval of Consent Agenda as Amended

Mover: Brian Melanephy

Seconder: Cynthia Salas

Moved To: Approve as Amended

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

C.1. Decrease in Hours of Position (Carroll/Fuentes)

As presented.

C.2. Personnel Actions (Carroll/Fuentes)

As presented.

C.3. Acceptance of Gifts (DeGenna)

From the Ventura County Community Foundation, Fred C. Ferro Fund, in the amount of \$44,500.00, to be used for Soria students to attend sixth-grade science camp.

C.4. Acceptance of Gifts (DeGenna)

From Oxnard Educators Association, a donation of two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2025, in the approximate amount of \$2,000.00.

C.5. Approval of Deductive Change Order #1 to Agreement #23-281 with BC Rincon Construction Inc. - Paving Rehab Project 2024 - Kamala, McAuliffe, and Sierra Linda Schools (Hubbard)

For the Paving Rehab Project 2024 - Kamala, McAuliffe, and Sierra Linda Schools, in the amount of (\$59,652.00), to be returned to the Deferred Maintenance Fund.

C.6. Approval of Allowance Allocation #1 from Amendment #002 for Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Avenue Elementary School Reconstruction Project (Hubbard/CFW)

Item moved from Consent to Action at the Board's request.

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

- C.7. Acceptance of Disclosure of Collective Bargaining Agreement with CSEA (Núñez)**
To reclassify the positions of Paraeducator II (Range 6), Paraeducator III (Range 7), and Instructional Assistant – SH (Range 7) to Paraeducator – Special Ed (Range 12), in the amount of \$329,951.00, to be paid from Special Education Funds.
- C.8. Certification of Signatures (Núñez)**
As presented.
- C.9. Approval of Disposal of Surplus Property (Núñez/Reyes)**
As presented.
- C.10. Purchase Order/Draft Payment Report #24-08 (Núñez/Reyes)**
Item moved from Consent to Action at the Board's request.

Section C: APPROVAL OF AGREEMENTS

- C.11. Approval of Agreement #24-213 – Raymond West Intralogistics Solutions (Fox/Shea)**
To provide design, permit, furnish, and install warehouse storage systems for the ELOP warehouse located at 3050 Camino Del Sol, Oxnard, April 3, 2025 through June 30, 2026, in the amount of \$20,500.00, to be paid out of Expanded Learning Opportunities Program Funds.
- C.12. Approval of Agreement #24-216 – Voler Strategic Advisors, Inc. (DeGenna)**
Item moved from Consent to Action at the Board's request.

Section C: RATIFICATION OF AGREEMENTS

- C.13. Ratification of Agreement #24-214 – Acceleration Behavioral Therapies (Fox/Shea)**
For providing applied behavior therapy and related services, including direct behavioral interventions, development, implementation, and supervision of these services for students in the Expanded Learning Opportunities Program and After School Programs, January 1, 2025 through June 30, 2026, in the amount of \$252,817.60, to be paid out of Expanded Learning Opportunities Program Funds.

Section D: ACTION ITEMS

- D.1. Approval of Salary Reallocation - Child Nutrition Worker and Child Nutrition Cafeteria Coordinator (Carroll/Fuentes)**
Dr. Scott Carroll, Assistant Superintendent of Human Resources recommended the Board's approval of the salary reallocation for the Child Nutrition Worker positions from Range 3 to Range 7 and for the Child Nutrition Cafeteria Coordinator positions from Range 11 to Range 16, in the amount of \$303,319.26, to be paid with Cafeteria Funds.

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

Motion #25-44 Approval of Salary Reallocation - Child Nutrition Worker and Child Nutrition Cafeteria Coordinator

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.2. Approval of New Classification for Child Nutrition Worker II (Cook) (Carroll/Fuentes)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's approval of the new job classification and salary range for Child Nutrition Worker II (Cook), in the amount of \$63,829.12, to be paid with Cafeteria Funds.

Motion #25-45 Approval of New Classification for Child Nutrition Worker II (Cook)

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.3. Approval of Group Reclassification to Paraeducator Special Education (Carroll/Fuentes)

Dr. Scott Carroll, Assistant Superintendent of Human Resources, recommended the Board's approval of the group reclassifications of Paraeducator II, Paraeducator III, and Instructional Assistant – Special Education (SH) to Paraeducator - Special Education (Range 12), in the amount of \$329,951.00, to be paid from Special Education Funds.

Motion #25-46 Approval of Group Reclassification to Paraeducator Special Education

Mover: Brian Melanephy

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.4. Approval of Expanded Learning Opportunities Program Plan 2025-2028 (Fox/Shea)

Dr. Aracely Fox, Assistant Superintendent, Educational Services and Dr. Ginger Shea, Director, Enrichment & Specialized Programs, recommended the Board's approval of the Expanded Learning Opportunities Program Plan 2025-2028, as presented.

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

April 2, 2025

Motion #25-47 Approval of Expanded Learning Opportunities Program Plan 2025-2028

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.5. Approval of Construction Services Agreement #24-215 with Viola Inc. for Preconstruction Services at the Lopez Middle School Reconstruction Project (Hubbard/CFW)

David Hubbard, Chief Information Officer, in consultation with CFW, recommended the Board's approval of Agreement #24-215 with Viola Inc., to provide Preconstruction Services for the Lopez Middle School Reconstruction Project, April 3, 2025 through June 30, 2027, in the amount of \$158,090.00, to be paid out of Master Construct and Implementation Funds.

Motion #25-48 Approval of Construction Services Agreement #24-215 with Viola Inc. for Preconstruction Services at the Lopez Middle School Reconstruction Project

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.6. Approval of Allowance Allocation #1 from Amendment #002 for Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Avenue Elementary School Reconstruction Project (Hubbard/CFW)

Item moved from Consent to Action at the Board's request.

David Hubbard, Chief Information Officer, in consultation with Caldwell Flores Winters, Director, recommended the Board's approval of Allowance Allocation #1 from Amendment #002 for Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Avenue Elementary School Reconstruction Project, for extension of the General Conditions and Lease Term and to cover increased costs associated with labor, material and equipment resulting from City required scope, in the amount of \$2,465,883.00, to be paid from Enhanced Master Construct Program Funds under the previously established project budget.

Motion #25-49 Approval of Allowance Allocation #1 from Amendment #002 for Construction Services Agreement #17-158 and Guaranteed Maximum Price (GMP) between the Oxnard School District and Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Avenue Elementary School Reconstruction Project

Mover: Cynthia Salas

Seconder: Brian Melanephy

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.7. Purchase Order/Draft Payment Report #24-08 (Núñez/Reyes)

Item moved from Consent to Action at the Board's request.

Patricia Núñez, Director, Fiscal Services, recommended the Board's approval of Purchase Order/Draft Payment Report #24-08, as presented.

Motion #25-50 Approval of Purchase Order/Draft Payment Report #24-08

Mover: Rose Gonzales

Seconder: Cynthia Salas

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

D.8. Approval of Agreement #24-216 – Voler Strategic Advisors, Inc. (DeGenna)

Item moved from Consent to Action at the Board's request.

Dr. Ana DeGenna, Superintendent, recommended the Board's approval of Agreement #24-216 with Voler Strategic Advisors, Inc., to provide consulting services in the areas of communication strategy and support, crisis management and media relations, marketing to prospective students and families, bilingual district newsletter, video production, social media support, and media monitoring and reporting, April 3, 2025 through June 30, 2026, in the amount not to exceed \$8,500.00 per month, to be paid out of the General Fund.

Motion #25-51 Approval of Agreement #24-216 – Voler Strategic Advisors, Inc.

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

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

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

The Board approved the minutes of the February 5, 2025 Regular Board Meeting, as presented.

Motion #25-52 Approval of Minutes - February 5, 2025 Regular Board Meeting

Mover: Brian Melanephy

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading – Revisions to 0410 BP Nondiscrimination in District Programs and Activities (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended that the Board of Trustees review the revisions to 0410 BP Nondiscrimination in District Programs and Activities, as presented for First Reading. The revised policy will be presented for Second Reading and Adoption at the May 7, 2025 Regular Board meeting.

F.2. First Reading – Revisions to 4030 BP & AR Nondiscrimination in Employment (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended that the Board of Trustees review the revisions to 4030 BP & AR Nondiscrimination in Employment, as presented for First Reading. The revised policies will be presented for Second Reading and Adoption at the May 7, 2025 Regular Board Meeting.

F.3. First Reading – 4033 BP (New): Lactation Accommodation (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended that the Board of Trustees review the new 4033 BP Lactation Accommodation, as presented for First Reading. The policy will be presented for Second Reading and Adoption at the May 7, 2025 Regular Board Meeting.

F.4. Second Reading and Adoption - Revisions to 1312.3 BP and AR Uniform Complaint Procedures (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's approval and adoption of the Revisions to 1312.3 BP and AR Uniform Complaint Procedures, as presented for Second Reading.

Motion #25-53 Adoption of Revisions to 1312.3 BP and AR Uniform Complaint Procedures

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

Mover: Rose Gonzales

Seconder: Cynthia Salas

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

F.5. Second Reading and Adoption - Revisions to 1312.4 AR, E(1), and E(2) Williams Uniform Complaint Procedures (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's approval and adoption of the Revisions to 1312.4 AR, E(1), and E(2) Williams Uniform Complaint Procedures, as presented for Second Reading.

Motion #25-54 Adoption of Revisions to 1312.4 AR, E(1), and E(2) Williams Uniform Complaint Procedures

Mover: Monica Madrigal Lopez

Seconder: Brian Melanephy

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Section G: CONCLUSION

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

Ana DeGenna

- Ventura County Sage Spelling Bee March 22
- K-8 & Middle School Open Houses March 31
- OSD Student Profile
- Thank you to OEA for Book Donations in honor of Read Across America 2025
- Ventura County Farm to School Recognition at Ventura County Board of Supervisors Meeting March 20
- Corporate Games March 22
- CABE Conference 2025
- Priority Lockdown Drill March 27
- Efren Chavez Retirement - Facilities Materials Specialist
- April Observances
- Wished Everyone Happy and Safe Spring Break

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

Monica Madrigal Lopez

- Congratulations to Ms. Cordes

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

Cynthia Salas

- Congratulations to Ms. Cordes

Rose Gonzales

- Thank you to Frank staff and students for presentation
- Attended CABA Annual Conference in Long Beach - would like to see more parents and teachers attend
- Today is National Autism Day
- Tomorrow is Paraprofessional Appreciation Day
- National Library Day and Week
- Attended Soria's Open House

Brian Melanephy

- Monday was Eid al-Fitr, Holy Feast of Ramadan - Eid Mubarak to Muslim community members
- Attended CABA Annual Conference in Long Beach
- Tomorrow night's End of Burst Dance Performance at OPAC

Veronica Robles-Solis

- Thank you to Frank families and staff for being here
- Enjoyed ELOP Presentation
- Hopes everyone gets to rest during Spring Break

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 9:15 p.m.

Motion to adjourn

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas

Motion Result: Passed

Ana DeGenna, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

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

April 2, 2025

By our signature below, given on this 20th day of August 2025, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of April 2, 2025, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

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

April 2, 2025

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.
Assistant Superintendent,
Human Resources

MINUTES REGULAR BOARD MEETING Wednesday, May 7, 2025

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 Assistant Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

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

Board Clerk Melanephy called the meeting to order at 5:00 p.m.

Present: Trustees Cynthia Salas, Rose Gonzales, and Brian Melanephy. Also in attendance were Superintendent Anabolena DeGenna, Assistant Superintendent Aracely Fox, Assistant Superintendent Scott Carroll, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Dr. Anabolena DeGenna, Superintendent, led the audience in the Pledge of Allegiance.

A.3. Adoption of Agenda (Superintendent)

The agenda was adopted with the following changes:

1. *The following items were moved from Consent to Action at the Board's request:*
 - Item C.1 - Approval of the 2024-25 Quarterly Report on Williams Uniform Complaints, Third Quarter (Carroll)
 - Item C.6 - Approval of Allowance Allocations from Amendment #002 to Construction Services Agreement #17-158 with Balfour Beatty Construction, LLC. for the Rose Avenue Elementary School Reconstruction Project (Hubbard/CFW)
 - Item C.9 - Ratification of Allocation of Contractor Contingency #19 - Amendment #001 to Construction Services Agreement #17-158 with Balfour Beatty Construction, LLC for the Rose Avenue Elementary School Reconstruction Project (Hubbard/CFW)
2. *The following items were pulled from the agenda at the Board's request:*
 - Item C.22 - Approval of Agreement #25-07 – Percussive Storytelling (Fox/Shea)
 - Item C.18 - Approval of Agreement #24-220 – DeBruin Enterprises, LLC. (Fox/Shea)
3. *The following items needed the executive summaries revised to read as follows:*
 - Item C.16 - Approval of Agreement #24-218 – Mindset Academy by SWEAT III (Fox/Ragan)

It is the recommendation of the Principal, McKinna School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-218 with Mindset Academy by SWEAT III, to provide group workshops centered on Social-Emotional Learning (SEL) and Positive Behavioral Interventions and Supports (PBIS) for McKinna School ELAC parents, May 15 and June 11, 2025, in the amount not to exceed \$7,000.00, to be paid out of Title III Funds.

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

May 7, 2025

- Item C.17 - Approval of Agreement #24-219 – Mindset Academy by SWEAT III (Fox/Baro)

It is the recommendation of the Principal, Ramona School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #24-218 with Mindset Academy by SWEAT III, to provide group workshops centered on Social-Emotional Learning (SEL) and Positive Behavioral Interventions and Supports (PBIS) for McKinna School ELAC parents, May 15 and June 3, 2025, in the amount not to exceed \$7,000.00, to be paid out of Title III Funds.

Motion #25-55 Adoption of Agenda as Amended

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Adopt as Amended

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

A.4. Recognition of Oxnard School District César Chávez Writing and Art Competition Winners (Fox/Ruvalcaba)

The Board of Trustees recognized the first-place student winners of the Cesar Chavez Writing and Art Competition held at the Oxnard Performing Arts Center on April 3, 2025.

TK-1 Art: Gardenia Ninet Ortiz, First Grade, Cesar Chavez

TK-1 Writing: Leonel Anastacio, First Grade, Harrington

2-3 Art: Myles Magdaleno, Third Grade, Brekke

2-3 Writing: Ariana Shiromar, Second Grade, Curren

4-5 Art: Stella Navarro, Fifth Grade, Brekke

4-5 Writing: Yaretzi Cabrera Sanjuan, Fourth Grade, Harrington

6-8 Art: Laura Pérez, Seventh Grade, Juan Lagunas Soria

6-8 Writing: Leilani Jazmin Torres, Seventh Grade, Juan Lagunas Soria

Newcomer 6-8 Writing: Dalia Nicol Matus Reyes, Sixth Grade, R. J. Frank

A.5. Recognition of 1st, 2nd, and 3rd Place Student Winners of the Regional Migrant Education Speech and Debate Tournament (Fox/Ruvalcaba)

The Board of Trustees recognized the winners of the first, second, and third-place student winners of the Migrant Education Speech and Debate Tournament, held at Oxnard College on March 15, 2025.

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

May 7, 2025

First Place Spanish Prepared Speech: **Oswaldo Bazan**, 6th Grade, R.J. Frank Academy

First Place Spanish Extemporaneous Speech: **Angel Giovanni Matus**, 8th Grade, R.J. Frank Academy

Second Place Spanish Prepared Speech: **Angel Giovanni Matus**, 8th Grade, R.J. Frank Academy

Second Place Spanish Extemporaneous Speech: **Eddy Felix Cruz**, 6th Grade, Cesar Chavez

Second Place Spanish Extemporaneous Speech: **Miguel Angel Cruz Sandoval**, 8th Grade, Lemonwood

Third Place Spanish Prepared Speech: **Miguel Angel Cruz Sandoval**, 8th Grade, Lemonwood

Third Place Spanish Extemporaneous Speech: **Giovanni Salvador**, 8th Grade, Lemonwood

Third Place English Prepared Speech: **Brenda Espinoza**, 8th Grade, Curren

A.6. Study Session - Orenda Education Services Presentation (Fox/Thomas)

Dr. Aracely Fox, Assistant Superintendent, Educational Services, introduced Robin Avelar LaSalle and Genny Sosa with Orenda Education, who presented information on the services currently provided to the district to support an equity-based systems approach to improving achievement outcomes for all students.

A.7. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

- Cindy Mendoza re: Access to Board Meetings - virtual input.

A.8. Closed Session

The Board convened to closed session at 6:43 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
- J.R., et al. v. Oxnard School District, et al., Case No. 2:17-cv-04304-JAK-PD
- D.J. v. Oxnard SD, et al., Case #2024-CUOE029274
- S.T. v. Oxnard SD, et al., Case #2023-CUOE015904
- YV v. Oxnard SD, Case #GHC0058142
- OAH Case #2024120326
- OAH Case #2024120853

- Anticipated Litigation:

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

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

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

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

The Board reconvened to open session at 7:07 p.m.

A.10. Report Out of Closed Session

Clerk Melanephy reported that the Board would be returning to closed session at the end of the meeting. (Because the meeting was later extended, the Board was not able to return to closed session.)

A.11. Adoption and Presentation of Resolution #24-15 for National School Nurse Day; May 7, 2025 (Fox/Nocero)

The Board of Trustees adopted Resolution #24-15 in recognition of May 7, 2025 as National School Nurse Day.

Motion #25-56 Adoption of Resolution #24-15 for National School Nurse Day; May 7, 2025

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

A.12. Adoption and Presentation of Resolution #24-19 National Speech-Language-Hearing Month, May 2025 (DeGenna/Jefferson)

The Board of Trustees adopted Resolution #24-19 in recognition of May as National Speech-Language-Hearing Month.

Motion #25-57 Adoption of Resolution #24-19 National Speech-Language-Hearing Month, May 2025

Mover: Cynthia Salas

Seconder: Rose Gonzales

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

Moved To: Adopt

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

A.13. Adoption of Resolution #24-20 in Recognition of “Teacher Appreciation Week 2025” (DeGenna)

The Board of Trustees adopted Resolution #24-20, in recognition of May 5-9, 2025, as Teacher Appreciation Week.

Motion #25-58 Adoption of Resolution #24-20 in Recognition of “Teacher Appreciation Week 2025”

Mover: Rose Gonzales

Seconder: Cynthia Salas

Moved To: Adopt

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

A.14. Bond Oversight Committee Annual Report (Núñez)

Patricia Núñez, Director, Fiscal Services, introduced Mr. Gaylaird Christopher, chair of the Citizens' Bond Oversight Committee, who presented the Committee's eighth annual report to the Board, as per Proposition 39 requirements.

Section B: PUBLIC COMMENT/HEARINGS

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

- Jasmine Duron re: need to stress to students the importance of excellence in grades, especially as they approach high school and higher education.

Section C: CONSENT AGENDA

The consent agenda was approved as amended.

Motion #25-59 Approval of Consent Agenda as Amended.

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Approve as Amended

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

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

- C.1. Approval of the 2024-25 Quarterly Report on Williams Uniform Complaints, Third Quarter (Carroll)**
Item moved from Consent to Action at the Board's request.
- C.2. Personnel Actions (Carroll/Fuentes)**
As presented.
- C.3. Approval of Out of State Conference Attendance (Fox/Carroll)**
For Dr. Jodi Nocero, Director of Pupil Services and Norma Magaña, Risk Manager, to attend the National Association of School Resource Officers' (NASRO) 2025 School Safety Conference in Grapevine, Texas, as a requirement of the STOP Grant, July 6-11, 2025, in the amount not to exceed \$6,000.00, to be paid out of STOP Grant Funds.
- C.4. Quarterly Report on Williams Instructional Materials and Facilities, Quarters 2 and 3 (Fox/Thomas)**
As presented.
- C.5. Approval of Notice of Completion - Bid #23-03, Sierra Linda School Roofing Project (Hubbard)**
As presented.
- C.6. Approval of Allowance Allocations from Amendment #002 to Construction Services Agreement #17-158 with Balfour Beatty Construction, LLC. for the Rose Avenue Elementary School Reconstruction Project (Hubbard/CFW)**
Item moved from Consent to Action at the Board's request.
- C.7. Approval of Notice of Completion - Bid #23-04, Enrollment Center, Chavez School, and Drifill School Roofing Project (Hubbard)**
As presented.
- C.8. Approval of Notice of Completion - Bid #23-08, 2024 Pavement Rehabilitation Project - Kamala, McAuliffe, and Sierra Linda Schools - BC Rincon Construction Inc. (Hubbard)**
As presented.
- C.9. Ratification of Allocation of Contractor Contingency #19 - Amendment #001 to Construction Services Agreement #17-158 with Balfour Beatty Construction, LLC for the Rose Avenue Elementary School Reconstruction Project (Hubbard/CFW)**
Item moved from Consent to Action at the Board's request.
- C.10. Acceptance of Disclosure of Collective Bargaining Agreement with OEA (Núñez)**
For a 2% on-schedule, ongoing salary increase effective retroactively to July 1, 2024, a permanent increase of \$726.00 to the District health and welfare cap effective July 1, 2025, and a temporary increase of \$692.00 to be added to the District cap for health and welfare benefits

for Fiscal Year 2025-2026, in the amounts of \$1,943,569.00 for Fiscal Year 2024-2025 and \$1,045,066.00 for Fiscal Year 2025-2026, to be paid from the General Fund.

C.11. Acceptance of Disclosure of Collective Bargaining Agreement with OSSA (Núñez)

For a 2% on-schedule, ongoing salary increase effective retroactively to July 1, 2024, a permanent increase of \$852.00 to the District health and welfare cap effective July 1, 2025, and a reimbursement of \$100.00 per employee upon successfully passing CSET tests, in the total amount of \$431,035.00 in FY 2024-25 and \$115,020.00 in FY 2025-26, to be paid from the General Fund.

C.12. Acceptance of VCOE Certification of 2024-25 Second Interim Financial Report (Núñez)

As presented.

C.13. Enrollment Report (Núñez)

As presented.

C.14. Purchase Order/Draft Payment Report #24-09 (Núñez/Reyes)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.15. Approval of Agreement #24-217 – Francisco Martínez, CDE School Bus Instructor (Hubbard/Galvan)

To provide support the Oxnard School District Transportation Services Department by ensuring adherence to the policies, rules, and regulations set forth by the California Department of Education (CDE) via delivery of comprehensive training focused on safety and compliance with both state and federal transportation standards, May 8, 2025 – June 30, 2026, in the amount not to exceed \$20,000.00, to be paid out of Supplemental Concentration Funds.

C.16. Approval of Agreement #24-218 – Mindset Academy by SWEAT III (Fox/Ragan)

Language revised at Adoption of Agenda.

To provide group workshops centered on Social-Emotional Learning (SEL) and Positive Behavioral Interventions and Supports (PBIS) for McKinna School ELAC parents, May 15 and June 11, 2025, in the amount not to exceed \$7,000.00, to be paid out of Title III Funds.

C.17. Approval of Agreement #24-219 – Mindset Academy by SWEAT III (Fox/Baro)

Language revised at Adoption of Agenda.

To provide group workshops centered on Social-Emotional Learning (SEL) and Positive Behavioral Interventions and Supports (PBIS) for Ramona School ELAC parents, May 15

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

and June 3, 2025, in the amount not to exceed \$7,000.00, to be paid out of Title III Funds.

C.18. Approval of Agreement #24-220 – DeBruin Enterprises, LLC. (Fox/Shea)

Item pulled at Adoption of Agenda.

C.19. Approval of Agreement #24-221 – Meathead Movers (Fox/Shea)

To provide professional moving services for the "OSD Creates" event on May 29, 2025, over a four-day span, May 27, 2025 through May 30, 2025, in the amount not to exceed \$17,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

C.20. Approval of Agreement #24-222 with North American Technical Services, Inc. to provide In-Plant Inspection Services for the Marina West Elementary School New Modular Classroom Buildings (Hubbard/CFW)

To certify the Marina West Elementary School New Modular Classroom Buildings at the factory prior to delivery and installation, May 8, 2025 through June 30, 2026, in the amount of \$33,000.00, to be paid out of Master Construct and Implementation Funds.

C.21. Approval of Agreement #24-223, Western Governors University (Carroll)

For Oxnard School District to provide university students enrolled in credentialing programs—referred to as “student teachers”—the opportunity to gain practical experience in a public-school setting, May 8, 2025 through June 30, 2028, at no cost to Oxnard School District.

C.22. Approval of Agreement #25-07 – Percussive Storytelling (Fox/Shea)

Item pulled at Adoption of Agenda.

C.23. Approval of Agreement #25-09 – STEM & Branches (Fox/Shea)

To provide hydroponic gardening workshops in Oxnard School District’s afterschool program at 12-15 schools across three enrichment bursts, plus an optional summer program, July 1, 2025 through June 30, 2026, in the amount of \$130,900.00, to be paid out of Expanded Learning Opportunities Program Funds.

C.24. Approval of Agreement #25-10, Salus Campus Safety Solutions (Fox/Shea)

To provide school site safety assessments, emergency preparedness training, & ongoing support for staff and administrators to promote a safe and positive learning environment for Oxnard School District’s After School Program, July 1, 2025 through June 30, 2026, in the amount not to exceed \$50,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

C.25. Approval of Agreement #25-12 – Tawni’s Ponies & Petting Farm Inc. (Fox/Shea)

To provide hands-on animal experiences through a petting zoo program for students in grades K-2 participating in the summer program, July 1, 2025 through July 25, 2025, in the amount of \$11,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

C.26. Approval of Agreement #25-13 – Brett Haddoak (Fox/Shea)

To provide the web development of a mobile application for the Expanded Learning Opportunities Program (ELOP) aimed at helping families register for activities and manage their schedules, July 1, 2025 through June 30, 2026, in the amount not to exceed \$15,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

C.27. Approval of Agreement #25-14 – Positive Adventures, LLC (Fox/Shea)

To provide an outdoor education program for Oxnard School District during the 2025–2026 academic year that features on-campus leadership development sessions, outdoor environmental science days held in Malibu Canyon, and seasonal adventure camps, July 1, 2025 through June 30, 2026, in the total amount of \$512,000.00, to be paid out of Expanded Learning Opportunities Program Funds (\$446,250.00) and Title1 Funds (\$65,750.00).

C.28. Approval of Agreement #25-15 – Kealoha and Company (Fox/Ruvalcaba)

To perform in-person dances from the islands of Hawaii, Tahiti, New Zealand, and the Philippines at the Asian American and Pacific Islander Heritage Celebration at Brekke School, May 20, 2025, in the amount of \$1,000.00, to be paid out of Supplemental Concentration Funds.

C.29. Approval of Agreement #25-23 – Bike Ventura County (Fox/Shea)

To provide bicycle safety education to Oxnard School District students through its Bike Camp 101 initiative, July 1, 2025 – June 30, 2026, in the amount not to exceed \$59,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

C.30. Approval of Amendment #001 to Agreement #24-137 – Universal Engineering Services (Hubbard/CFW)

To perform additional borings for the Lopez Academy reconstruction project to provide a comprehensive review of the site conditions as required by the California Geological Survey, in the amount of \$15,500.00, to be paid out of Enhanced Master Construct Program Funds.

Section D: ACTION ITEMS

D.1. Approval of Speech Language Pathologist Permit Waivers for Julissa Gonzalez to serve as a Speech Therapist at Lemonwood School and for Rosie Lopez and Meghan Scarpino to serve as Speech Therapists at San Miguel for the 2025-2026 School Year (Carroll/Cordes)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, and Allison Cordes, Director, Certificated Human Resources, recommended the Board's approval of Speech Language Pathologist Permit Waivers for Julissa Gonzalez to serve as a Speech Therapist at Lemonwood School and for Rosie Lopez and Meghan Scarpino to serve as Speech Therapists at San Miguel School for the 2025-2026 School Year.

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

Motion #25-61 Approval of Speech Language Pathologist Permit Waivers for Julissa Gonzalez to serve as a Speech Therapist at Lemonwood School and for Rosie Lopez and Meghan Scarpino to serve as Speech Therapists at San Miguel for the 2025-2026 School Year

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

D.2. Approval of Variable Term Waiver for Pupil Personnel Service Credential in School Counseling for Nicolette Coppola and Hayley Prushansky to Serve as Behavior Specialists in the Special Education Department for the 2025/2026 School Year (Carroll/Cordes)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, and Allison Cordes, Director, Certificated Human Resources, recommended the Board's approval of Variable Term Waivers for a Pupil Personnel Service Credential in School Counseling for Nicolette Coppola and Hayley Prushansky to serve as Behavior Specialists in the Special Education Department for the 2025/2026 school year, as presented.

Motion #25-62 Approval of Variable Term Waiver for Pupil Personnel Service Credential in School Counseling for Nicolette Coppola and Hayley Prushansky to Serve as Behavior Specialists in the Special Education Department for the 2025/2026 School Year

Mover: Cynthia Salas

Seconder: Brian Melanephy

Moved To: Approve

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

D.3. Approval of Agreement #24-224: 2024-2025 Oxnard School District ("District") and the Oxnard Educators Association ("OEA") Collective Bargaining Agreement (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's approval of Agreement #24-224: 2024-2025 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association (OEA), in the amounts of \$1,943,569.00 for Fiscal Year 2024-2025 and \$1,045,066.00 for Fiscal Year 2025-2026, to be paid from the General Fund.

Motion #25-63 Approval of Agreement #24-224: 2024-2025 Oxnard School District ("District") and the Oxnard Educators Association ("OEA") Collective Bargaining Agreement

Mover: Rose Gonzales

Seconder: Cynthia Salas

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

Moved To: Approve

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

D.4. Approval of Agreement #24-225: 2024-2025 Oxnard School District ("District") and Oxnard Supportive Services Association ("OSSA") Collective Bargaining Agreement (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's approval of Agreement #24-225: the District's and OSSA's 2024-25 Collective Bargaining Agreement, for a 2% on-going salary increase retroactive to July 1, 2024, in the amount \$431,035.00 for Fiscal Year 2024-2025 and \$115,020.00 for Fiscal Year 2025-2026, to be paid from the General Fund.

Motion #25-64 Approval of Agreement #24-225: 2024-2025 Oxnard School District ("District") and Oxnard Supportive Services Association ("OSSA") Collective Bargaining Agreement

Mover: Rose Gonzales

Seconder: Cynthia Salas

Moved To: Approve

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

D.5. Declaration of Need for Fully Qualified Educators for the 2025-2026 School Year (Carroll/Cordes)

Dr. Scott Carroll, Assistant Superintendent, Human Resources and Allison Cordes, Director, Certificated Human Resources, recommended the Board's approval of the Declaration of Need for Fully Qualified Educators for the 2025-2026 school year and authorization of its submission to the State of California Commission on Teacher Credentialing.

Motion #25-65 Declaration of Need for Fully Qualified Educators for the 2025-2026 School Year

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

D.6. Approval of Agreement #25-05, UnboundEd Learning (Fox)

Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #25-05 with UnboundEd Learning Inc., to provide professional

development to teachers during a two-day districtwide summit that will focus on building mindsets, instructional planning, and Grade Level and Meaningful/Engaging learning (GLEAM), August 13-14, 2025, in the amount of \$437,500.00, to be paid out of LCFF Funds.

Motion #25-66 Approval of Agreement #25-05, UnboundEd Learning

Mover: Cynthia Salas

Second: Rose Gonzales

Moved To: Approve

Ayes: 1 - Brian Melanephy

Nays: 2 - Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Failed

D.7. Approval of Agreement #25-06 – Art Trek, Inc. (Fox/Shea)

Dr. Ginger Shea, Director, Enrichment & Specialized Programs, and Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #25-06 with Art Trek, Inc., to provide enrichment staff & curriculum during the daily Expanded Learning Opportunities Programs at all 20 schools during spring/summer, daily program, and bursts, July 1, 2025 through June 30, 2026, in the amount not to exceed \$4,667,700.00, to be paid out of Expanded Learning Opportunities Program Funds.

Motion #25-67 Approval of Agreement #25-06 – Art Trek, Inc.

Mover: Rose Gonzales

Second: Cynthia Salas

Moved To: Approve

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

D.8. Approval of Agreement #25-08 – Hip Hop Mindset LLC (Fox/Shea)

Dr. Ginger Shea, Director, Enrichment & Specialized Programs, and Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #25-08 with Hip Hop Mindset LLC, to provide Oxnard School District students in grades TK-8 with engaging programs in hip-hop dance, spoken word/poetry, videography, and spirit squad training, fostering creativity, teamwork, and self-expression, July 1, 2025 through June 30, 2026, in the amount of \$2,550,400.00, to be paid out of Expanded Learning Opportunities Program Funds.

Motion #25-68 Approval of Agreement #25-08 – Hip Hop Mindset LLC

Mover: Cynthia Salas

Second: Rose Gonzales

Moved To: Approve

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

D.9. Approval of Agreement #25-11 – Parker Anderson Enrichment (Fox/Shea)

Dr. Ginger Shea, Director, Enrichment & Specialized Programs, and Dr. Aracely Fox, Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-11 with Parker Anderson Enrichment, to provide enrichment programming including Fashion Design, STEAM, Dinosaurs, Photography, Chess, Robotics, Architecture, Coding, Marine Biology, Chemistry, and daily homework support and math-focused activities as part of the daily after-school program at 20 schools across the Oxnard School District, as well as specialized enrichment sessions during the fall, winter, and spring windows and the Writing and STEAM Camp, July 1, 2025 through June 30, 2026, in the amount of \$4,697,700.00, to be paid out of Expanded Learning Opportunities Program Funds.

Motion #25-69 Approval of Agreement #25-11 – Parker Anderson Enrichment

Mover: Cynthia Salas

Secunder: Rose Gonzales

Moved To: Approve

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

D.10. Approval of Agreement #25-24 – Elemental Hardware Enrichment (Fox/Shea)

Dr. Ginger Shea, Director, Enrichment & Specialized Programs, and Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #25-24 with Elemental Hardware Enrichment, to provide hands-on, project-based enrichment programs that will introduce students to the skilled trades, for students in grades 1–8 throughout 20 schools, July 1, 2025 through June 30, 2026, in the amount of \$2,381,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

Motion #25-70 Approval of Agreement #25-24 – Elemental Hardware Enrichment

Mover: Rose Gonzales

Secunder: Cynthia Salas

Moved To: Approve

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

D.11. Approval of Resolution No. 24-18 Making Environmental Findings in Connection with the Proposed Reconstruction of Dr. Lopez Academy (Hubbard/CFW)

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

David Hubbard, Chief Information Officer, in conjunction with Caldwell Flores Winters, recommended the Board's approval of Resolution No. 24-18 Making Environmental Findings in Connection with the Reconstruction of Dr. Lopez Academy, as presented.

Motion #25-71 Approval of Resolution No. 24-18 Making Environmental Findings in Connection with the Proposed Reconstruction of Dr. Lopez Academy

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

D.12. Approval of the 2024-25 Quarterly Report on Williams Uniform Complaints, Third Quarter (Carroll)

Item moved from Consent to Action at the Board's request.

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's approval of the 2024-25 Quarterly Report on Williams Uniform Complaints, Third Quarter, as presented.

Motion #25-72 Approval of the 2024-25 Quarterly Report on Williams Uniform Complaints, Third Quarter

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

D.13. Approval of Allowance Allocations from Amendment #002 to Construction Services Agreement #17-158 with Balfour Beatty Construction, LLC. for the Rose Avenue Elementary School Reconstruction Project (Hubbard/CFW)

Item moved from Consent to Action at the Board's request.

David Hubbard, Chief Information Officer, in consultation with Caldwell Flores Winters, Inc., recommended the Board's approval of Allocation #002 to Agreement #17-158 with Balfour Beatty Construction, LLC., to fund the extension of the General Conditions and Lease Term as well as to cover increased costs associated with labor, material and equipment resulting from City required scope, in the amount of \$602,265.00 from Enhanced Master Construct Program Funds (there is no increase to the Project Budget).

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

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Motion #25-73 Approval of Allowance Allocations from Amendment #002 to Construction Services Agreement #17-158 with Balfour Beatty Construction, LLC. for the Rose Avenue Elementary School Reconstruction Project

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

D.14. Ratification of Allocation of Contractor Contingency #19 - Amendment #001 to Construction Services Agreement #17-158 with Balfour Beatty Construction, LLC for the Rose Avenue Elementary School Reconstruction Project (Hubbard/CFW)

Item moved from Consent to Action at the Board's request.

David Hubbard, Chief Information Officer, in consultation with Caldwell Flores Winters, Inc., recommended the Board's ratification of Contractor Contingency Allocation #19 with Balfour Beatty Construction, LLC., total amount to date of \$757,512.99, leaving a fund balance of \$40,154.01.

Motion #25-74 Ratification of Allocation of Contractor Contingency #19 - Amendment #001 to Construction Services Agreement #17-158 with Balfour Beatty Construction, LLC for the Rose Avenue Elementary School Reconstruction Project

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Ratify

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

Approval to Extend Meeting Past 10:00 p.m.

At 9:55 p.m., the Board voted to extend the meeting by 30 minutes. Because the meeting was extended, the board was not able to return to closed session.

Motion #25-75 Approval to Extend Meeting to 10:25 p.m.

Mover: Brian Melanephy

Seconder: Cynthia Salas

Moved To: Approve

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

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

May 7, 2025

Section F: BOARD POLICIES

F.1. First Reading: Revisions to 4111/4211/4311 BP Recruitment and Selection (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's review of the revisions to policies 4111/4211/4311 Recruitment and Selection, as presented for First Reading. The revised policies and regulations will be presented for Second Reading and Adoption at the May 21, 2025 regular board meeting.

F.2. First Reading – Revisions to 4151/4251/4351 BP Employee Compensation (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's review of the revisions to policies 4151/4251/4351 Employee Compensation, as presented for First Reading. The revised policies and will be presented for Second Reading and Adoption at the May 21, 2025 regular board meeting.

F.3. First Reading – Revisions to 4158/4258/4358 BP & AR Employee Security (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's review of the revisions to policies 4158/4258/4358 BP & AR Employee Security, as presented for First Reading. The revised policies and regulations and will be presented for Second Reading and Adoption at the May 21, 2025 regular board meeting.

F.4. First Reading – 5145.71 Regulation and Exhibit (1) (New): Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures(Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's review of the new 5145.71 Regulation and Exhibit (1) Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, as presented for First Reading. The policy and exhibit will be presented for Second Reading and Adoption at the May 21, 2025 regular board meeting.

F.5. Second Reading and Adoption – Revisions to 0410 BP Nondiscrimination in District Programs and Activities (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's adoption of the revisions to 0410 BP Nondiscrimination in District Programs and Activities, as presented for Second Reading.

Motion #25-76 Adoption of Revisions to 0410 BP Nondiscrimination in District Programs and Activities

Mover: Rose Gonzales

Seconder: Cynthia Salas

Moved To: Adopt

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

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

F.6. Second Reading and Adoption – Revisions to 4030 BP & AR Nondiscrimination in Employment (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's adoption of the revisions to 4030 BP & AR Nondiscrimination in Employment, as presented at Second Reading.

Motion #25-77 Adoption of Revisions to 4030 BP & AR Nondiscrimination in Employment

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

F.7. Second Reading and Adoption – New 4033 BP Lactation Accommodation (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's adoption of the new 4033 BP Lactation Accommodation, as presented for Second Reading.

Motion #25-78 Adoption of New 4033 BP Lactation Accommodation

Mover: Cynthia Salas

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

Section G: CONCLUSION

G.1. Future Agenda Items (DeGenna)

Cynthia Salas

- Setting up process to ensure training/PD; taking input

Rose Gonzales

- Possibility of looking at the use of anonymous surveys for staff members to get input re: future needs and PD

G.2. Superintendent's Report (3 minutes)

Ana DeGenna

- Superintendent Fellows Trip in Sacramento April 7-8
- Spring Camp 2025
- OSD Student Profile
- OSD's Educational Partners in Higher Education
- Oxnard Education Foundation Mixer May 1
- Corporate Games 2025
- Coast2Coast Federal Advocacy Trip April 28-30

- Principals' Day May 1
- School Lunch Hero Day May 2
- Teacher Appreciation Week May 5-9
- National School Nurse Day May 7
- Classified School Employee Week
- National Speech-Language-Hearing Month
- Asian American Pacific Islander Celebration at Brekke, May 20
- Congratulations to Anthony Johnson on retirement
- Remembering Aaron Smith

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

Cynthia Salas

- CSBA Coast2Coast - importance of starting early for advocacy
- Attended Dia del Niño event at Lemonwood - enjoyed interactions with students
- Immigration/ICE in the community - need to continue discussions in schools regarding these issues
- Need to ensure comments are heard during public comment
- Regarding items not approved tonight - need to establish baselines to move collectively; wants buy-in from teachers and support from staff

Rose Gonzales

- Thank you to everyone still here and that presented
- Attended Harrington and Elm back to school nights
- Attended CSBA Coast2Coast for advocacy
- Need to focus on wellness of students, but also of staff members and administrators
- Thank you to Classified and OSSA bargaining units
- Thank you to Laura Pigeon
- Thank you to Mr. Valdovinos for Dia del Niño event
- Please consider partnership with Reel Guppies for enrichment
- Would like future discussion on order of meetings - to be added during Item G.1

Brian Melanephy

- No comments

G.4. ADJOURNMENT

Clerk Melanephy adjourned the meeting at 10:29 p.m.

Motion to adjourn

Mover: Cynthia Salas

Seconder: Brian Melanephy

Moved To: Adjourn

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

Ayes: 3 - Brian Melanephy, Rose Gonzales, Cynthia Salas
Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez
Motion Result: Passed

Ana DeGenna, Ed.D.

A handwritten signature in black ink, appearing to read 'Ana DeGenna', with a stylized flourish at the end.

District Superintendent and
Secretary to the Board of Trustees

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

May 7, 2025

By our signature below, given on this 20th day of August 2025, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of May 7, 2025, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko

Date of Meeting: August 20, 2025

Agenda Section: Section F: Board Policies, First Reading

First Reading – Revisions to BB 9270 Conflict of Interest (Pifko/Núñez)

The administration is recommending a revision to BB 9270 Conflict of Interest, to reflect changes in accordance with 2 CFR 200.318c, which requires that the policy provide for disciplinary actions to be applied for violations by employees, officers, agents, or board members.

New language is added in red font and underlined. The revised policy will be presented for a second reading and adoption at the September 3, 2025 Board Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services, and the Director of Fiscal Services, that the Board of Trustees receive the revisions to BB 9270 Conflict of Interest for first reading, as presented. The revised policy will be presented for a second reading and adoption at the September 3, 2025 Board Meeting.

ADDITIONAL MATERIALS:

Attached: [BB 9270 \(9 pages\)](#)

Bylaw 9270: Conflict Of Interest

Status: ADOPTED

Original Adopted Date: 07/01/2010 | **Last Revised Date:** 12/01/2024 | **Last Reviewed Date:** 12/01/2024

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no "District Official," defined as a Board member or position designated in the district's conflict of interest code, shall participate in the making of any decision for the district when the decision will or may be affected by the District Official's financial, family, or other personal interest or consideration, as defined by law.

Additionally, a Board member shall abstain from voting on personnel matters that uniquely affect the Board member's relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which the Board member's relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner, unless the individual is widowed or divorced.

Conflict of Interest Code

The Board shall adopt a conflict of interest code for the district that incorporates the provisions of 2 CCR 18730 by reference, delineates the District Officials, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body.

Upon direction by the code reviewing body, the Board shall review its conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new District Officials or changes to the duties of District Officials, the Board shall amend the code, which shall then be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

Conflict of Interest under the Political Reform Act

A District Official shall not make, participate in making, or in any way use or attempt to use an official position to influence a governmental decision in which the District Official knows or has reason to know that there is a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the District Official's immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

A District Official makes a governmental decision when, acting within the authority of the office or position, the District Official authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before other District Officials for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a District Official is not prohibited from participating in the making of a contract in which the District Official has a financial interest if such participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Conflict of Interest from Campaign Contributions

Prior to the district rendering a decision in a proceeding before the district involving a contract, license, permit, or other entitlement for use, as defined by Government Code 84308, a Board member whose campaign committee received a contribution of more than \$500 from any party or participant to the proceeding, or from an agent of such a party or participant, in the prior 12 months, and the party who made such a contribution, shall both publicly disclose that fact on the record of the proceeding. Additionally, if a Board member willfully or knowingly received a contribution to the Board member's campaign committee of more than \$500 from any party or participant to such a proceeding, or from an agent of a party or participant, in the prior 12 months, and knows or has reason to know that the participant has a financial interest in the district's decision, the Board member shall not make, participate in making, or in any way attempt to use the Board member's official position to influence the district's decision in the proceeding. However, a Board member may make, participate in making, or attempt to use the Board member's official position to influence the decision if the contribution is returned within 30 days after the decision was made or after the Board member knows or should have known about the contribution and the proceeding, whichever is later.

All Board members and the Superintendent are prohibited from accepting, soliciting, or directing a contribution of more than \$500 to a candidate or ballot measure campaign committee from any party or participant to a proceeding before the district involving a contract, license, permit, or other entitlement for use, as defined by Government Code 84308, or from an agent of a party or participant, while the proceeding is pending before the district and for 12 months following the date the district renders a final decision in the proceeding, if the Board member or Superintendent knows or has reason to know that the participant has a financial interest in the district's decision. However, if a Board member or the Superintendent does accept, solicit, or direct such a contribution during those 12 months but did not do so knowingly or willingly, the Board member or the Superintendent may cure the violation by ensuring that the contribution, or the portion exceeding \$500, is returned within 30 days of accepting, soliciting, or directing the contribution. The Board member or Superintendent shall maintain records of curing the violation. (Government Code 84308)

For a Board member or the Superintendent, a proceeding becomes "pending" when an item involving the contract, license, permit, or other entitlement for use, as defined by Government Code 84308, is placed on a Board agenda for discussion or decision or when it is reasonably

foreseeable that the proceeding will come before the district for a decision. For a party or participant, and the agent of a party of participant, a proceeding becomes "pending" when an application is filed with the district, or, if the proceeding process does not require an application, when the proceeding is before the district for a decision or other action. (Government Code 84308)

The contributions disclosure requirements and restrictions above do not apply to contracts that are required to be competitively bid, labor contracts, personal employment contracts, contracts valued under \$50,000, contracts where no party receives financial compensation, or contracts with another governmental agency. (Government Code 84308)

Form 700

Each District Official shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. An individual who ceases to be a District Official shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date the individual ceased to be a District Official. (Government Code 87302)

Additional Requirements for Boards that Manage Public Investments

Any Board member, district employee, or district consultant who manages public investments, as defined by Government Code 87200, and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required
2. Not discuss or vote on the matter, or otherwise act in violation of Government Code 87100

For a Board member, the Board member shall not be counted toward achieving a quorum while the item is discussed.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded

However, the Board member, district employee, or district consultant who manages public investments, as defined by Government Code 87200, may speak on the issue during the time that the general public speaks on it. Additionally, for a Board member, if the matter has been placed on the consent calendar, the Board member shall abstain from voting on the consent calendar or, if the Board removes the item from the consent calendar, the Board member shall abstain from voting on the item. In any event, the Board member shall refrain from discussing or voting on the item. However, the Board member is not required to leave the room during consideration of the consent calendar.

4. If a decision is made during closed session, disclose the interest orally during the open session preceding the closed session

This disclosure shall be limited to a declaration that the recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member, district employee, or district consultant who manages public investments, as defined by Government Code 87200, shall not be present when the item is considered in closed session and shall not

knowingly obtain or review a recording or any other nonpublic information regarding the decision.

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

A District Official shall not be financially interested in any contract made by the district, including in the development, internal discussions, negotiations, modifications, planning, deliberation of issues, and specifications and solicitations for bids. If a District Official has such a financial interest in a contract made by the district, the contract is void. (Government Code 1090)

Remote Interest Exception to Government Code 1090

A Board member shall not be considered to be financially interested in a contract in which there is only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. (Government Code 1091)

Noninterest Exception to Government Code 1090

A District Official shall not be considered to be financially interested in a contract if the interest is reimbursement for actual and necessary expenses incurred in the performance of official duties, in the employment of a spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other "noninterest" specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A District Official shall abstain from any official action in which the District Official's private or personal interest may conflict with official duties pursuant to the common law doctrine against conflict of interest.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

Gifts

District Officials may accept gifts only under the conditions and limitations specified in law including, but not limited to, Government Code 89503 and 2 CCR 18730.

Gifts of travel and related lodging and subsistence shall be subject to the current gift conditions and limitations, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a District Official, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private

educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code

Gifts of travel exempted from the gift limitation, as described in Items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for District Officials. (Government Code 89506)

Honoraria

District Officials shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Advice

Any District Official, who, in good faith, believes that they may be subject to the requirements of this Bylaw and has questions, is unclear, or is unsure regarding the application of the requirements of this Bylaw to any particular instance or situation, may seek advice from the district's legal counsel with the permission of the Superintendent, Board President, or majority of the Board.

Training

Unless a Board member's term expires prior to January 1, 2026, each Board member shall complete ethics training in accordance with Government Code 53234-53235.2 by January 1, 2026, and at least once every two years thereafter as specified in Board Bylaw 9240 - Board Training.

Addendum Addressing Conflicts of Interest

When an actual conflict of interest is found, any transactions that may have been affected will be reviewed retroactively. Affected parties both within and outside of the District, including Trustees, directors, employees, and contractors, will be notified. An investigation will also be conducted by the Board of Trustees to determine the extent of the conflict and the intentions of the parties involved. If the conflict in question involves a member of members of the Board of Trustees, such a member will be excused from the deliberations. (Government Code 2 CFR 200.318c)

Disciplinary Action

As all conflicts of interest will be reviewed on a case-by-case basis, a review may result in a disciplinary action. The Board of Trustees has full discretion to deem what disciplinary action is both fitting and necessary, including suspension and/or termination of employment. (Government Code 2 CFR 200.318c)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the Governing Board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 18110-18997	Regulations of the Fair Political Practices Commission
2 CCR 18438.1-18438.8	Campaign contribution-based conflicts of interest
2 CCR 18700-18760	Conflicts of Interest
2 CCR 18722-18740	Disclosure of interests
2 CCR 18753-18756	Conflict of interest codes
2 CCR 18940.2	Gift limit amount
Ed. Code 1006	Prohibition against school district employees serving on county board of education
Ed. Code 35107	School district employees
Ed. Code 35230-35240	Corrupt practices
Ed. Code 35233	Prohibitions applicable to members of governing boards
Ed. Code 41000-41003	Moneys received by school districts
Ed. Code 41015	Investments
Fam. Code 297.5	Rights, protections, and benefits of registered domestic partners
Gov. Code 1090-1099	Prohibitions applicable to specified officers
Gov. Code 1125-1129	Incompatible activities
Gov. Code 53234-53235.2	Ethics training
Gov. Code 81000-91014	Political Reform Act
Gov. Code 82011	Code reviewing body
Gov. Code 82019	Definition; designated employee
Gov. Code 82028	Definition; gift
Gov. Code 82030	Definition; income
Gov. Code 82033	Definition; interest in real property

Gov. Code 82034	Definition; investment
Gov. Code 84308	Campaign disclosure
Gov. Code 87100-87505	Political Reform Act; conflict of interest
Gov. Code 89501-89503	Honoraria and gifts
Gov. Code 89506	Ethics; travel
Gov. Code 91000-91014	Enforcement
Pen. Code 85-88	Bribes
Pub. Cont. Code 6102	Bribery of public official; voidable contract
Rev. & Tax Code 203	Taxable and exempt property - colleges
Management Resources	Description
Attorney General Opinion	105 Ops.Cal.Atty.Gen.69 (2022)
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 868 (1980)
Attorney General Opinion	65 Ops.Cal.Atty.Gen. 606 (1982)
Attorney General Opinion	68 Ops.Cal.Atty.Gen. 171 (1985)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 255 (1986)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 320 (1997)
Attorney General Opinion	81 Ops.Cal.Atty.Gen. 327 (1998)
Attorney General Opinion	82 Ops.Cal.Atty.Gen. 83 (1999)
Attorney General Opinion	85 Ops.Cal.Atty.Gen. 60 (2002)
Attorney General Opinion	86 Ops.Cal.Atty.Gen. 138(2003)
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 217 (2006)
Attorney General Opinion	92 Ops.Cal.Atty.Gen. 19 (2009)
Attorney General Opinion	92 Ops.Cal.Atty.Gen. 26 (2009)
Court Decision	Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261
Court Decision	Klistoff v. Superior Court (2007) 157 Cal.App.4th 469
Court Decision	Kunec v. Brea Redevelopment Agency (1997) 55 Cal.App.4th 511
Court Decision	McGee v. Balfour Beatty Construction, LLC, et al. (2016) 247 Cal. App. 4th 235
Court Decision	Thorpe v. Long Beach Community College District (2000) 83 Cal.App.4th 655
CSBA Publication	Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010
Fair Political Practices Commission Publication	Advice Letter: A-96-314 (December 18, 1996)

Fair Political Practices Commission Publication	Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005
Institute For Local Government Publication	Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009
Institute for Local Government Publication	Understanding the Basics of Public Service Ethics: Transparency Laws, 2009
Website	CSBA District and County Office of Education Legal Services
Website	Institute for Local Government
Website	Fair Political Practices Commission
Website	CSBA

Cross References

Code	Description
1340	Access To District Records
1340	Access To District Records
1700	Relations Between Private Industry And The Schools
3230	Federal Grant Funds
3230	Federal Grant Funds
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3430	Investing
3430	Investing
3470	Debt Issuance And Management
3600	Consultants
4112.8	Employment Of Relatives
4117.2	Resignation
4136	Nonschool Employment
4212.8	Employment Of Relatives
4217.2	Resignation
4236	Nonschool Employment
4312.8	Employment Of Relatives

4317.2	<u>Resignation</u>
4336	<u>Nonschool Employment</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1-E(1)	<u>Selection And Evaluation Of Instructional Materials</u>
7140	<u>Architectural And Engineering Services</u>
7140	<u>Architectural And Engineering Services</u>
7214	<u>General Obligation Bonds</u>
7214	<u>General Obligation Bonds</u>
9000	<u>Role Of The Board</u>
9005	<u>Governance Standards</u>
9140	<u>Board Representatives</u>
9200	<u>Limits Of Board Member Authority</u>
9220	<u>Governing Board Elections</u>
9220-E(1)	<u>Governing Board Elections</u>
9222	<u>Resignation</u>
9230	<u>Orientation</u>
9240	<u>Board Training</u>
9320	<u>Meetings And Notices</u>
9321	<u>Closed Session</u>
9321-E(1)	<u>Closed Session</u>
9321-E(2)	<u>Closed Session</u>
9323	<u>Meeting Conduct</u>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 20, 2025

Agenda Section: Section G: Conclusion

Future Agenda Items (DeGenna)

The Board of Trustees and Superintendent will discuss any Trustee requests for items to be added to future agendas.

<u>Item</u>	<u>Proposed Meeting Date</u>
Process for input regarding future needs, PD & opportunities for feedback	9/17/25
Discussion of public comments process	10/9/25 (Special)
Discussion re: opportunities for anonymous feedback	9/3/25
Discussion of free opportunities for STEM/STEAM in OSD	10/1/25
Discussion of Talent Search program	10/15/25
Board Rotation	10/9/25 (Special)
Recognition of Teacher Activities with Non-Profits	TBD
Hiring Practices/Processes	TBD

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 20, 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.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 20, 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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 20, 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, August 15, 2025.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A