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, November 5, 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

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

Section 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
Ayla Casas, Noah Colon, and Hans Elisara, students in Ms. Chavez's class at San Miguel School, and Mateo Gonzalez, student in Mrs. Doyle's class at San Miguel School, 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 by Ayla Casas, Noah Colon, and Hans Elisara, students in Ms. Chavez's class at San Miguel School, and Mateo Gonzalez, student in Mrs. Doyle's class at San Miguel School.

A.4. Presentation by San Miguel School
Brian Blevins, Principal, San Miguel School, will provide a short presentation to the Board regarding San Miguel. 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. Recognition of Curren PBIS Team - Positive Behavior Interventions and Supports Silver Award (DeGenna)
It is the recommendation of the Superintendent that the Board of Trustees recognize the Curren School PBIS Team as the only school in the County to receive the Positive Behavior Interventions and Supports Silver Award.

A.7. Study Session: Hiring Practices/Processes (Carroll/Cordes/Fuentes)
The Assistant Superintendent, Human Resources, the Director of Certificated Human Resources, and the Director of Classified Human Resources will provide an overview of the Human Resources processes, upcoming process changes, and resources that support site and district office operations.

A.8. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)
Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a "Speaker Request Form" and submitting the form to

the Assistant Superintendent of 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.9. 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
   - Y.V. v. Oxnard SD, Case #GHC0058142
   - Anticipated Litigation:
   - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

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.10. Reconvene to Open Session (7:00 PM)

A.11. Report Out of Closed Session

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

A.12. Adoption and Presentation of Resolution #25-11 National School Psychology Week (DeGenna/Jefferson)

It is the recommendation of the Superintendent and the Director, Special Education Services, that the Board of Trustees adopt and present Resolution #25-11 in recognition of National School Psychology Week 2025.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

A.13. 2024-2025 Annual Report of the Commission (Carroll/Fuentes)

The Administration will provide a presentation on the Personnel Commission's 2024-2025 Annual Report.

A.14. Update on Immigration Impact (DeGenna)
The Board of Trustees will receive an update on immigration issues and their impact to Oxnard School District families.

Section B: PUBLIC COMMENT/HEARINGS

B.1. Public Comment (3 minutes per speaker) / Comentarios del Público (3 minutos por cada ponente)
Members of the public may address the Board on any matter within the Board's jurisdiction at this time or at the time that a specific agenda item is being considered. Comments should be limited to three (3) minutes. Please know this meeting is being video-recorded and televised. The Board particularly invites comments from parents of students in the District. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

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

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

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

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

C.1. Approval of New Job Description – District Chef (Carroll/Fuentes/Corona)
It is the recommendation of the Assistant Superintendent, Human Resources, the Director of Classified Human Resources, and the Director of Child Nutrition Services that the Board of Trustees approve the job description for the new District Chef classification, as presented.

C.2. 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.3. Establishment 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 and abolishment of positions, as presented.

C.4. Acceptance of Phase 1 Construction to Construction Services Agreement #17-158 with Balfour Beatty Contractors, LLC. - 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 accept Phase 1 as Substantially Complete for the Rose Avenue Elementary School Reconstruction.

C.5. Approval of Partial Release of Retention Funds for Phase 1 Construction for Construction Services Agreement #17-158 with 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 partial retention release for Phase 1 Construction Services with Balfour Beatty Contractors, LLC for the Rose Avenue Elementary School Reconstruction project, for those sub-contractors not associated with Phase 2 of the Project.

C.6. Ratification of Contractor Contingency Allocation #20 to Construction Services Agreement #17-158 with 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 and Fiscal Services and Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #20 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents ($797,667.00). There have been allocations totaling Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and Zero Cents ($797,667.00) leaving a fund balance of Zero Dollars and No Cents ($0.00) following approval of this draw.

C.7. Ratification of Project Contingency Allocation #21 to Construction Services Agreement #17-158 with 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 and Fiscal Services and Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify the Allocation #21 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and No Cents ($897,375.00). There have been allocations totaling Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and Zero Cents ($897,375.00) leaving a fund balance of Zero Dollars and Zero Cents ($0.00).

C.8. Ratification of Contractor Contingency Allocation #22 (Offsite Improvements) to Construction Services Agreement #17-158 with 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 and Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc, that the Board of Trustees ratify the Allocation #22 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program. This contingency fund began with a fund balance of One Hundred Fifty Thousand Dollars and No Cents ($150,000.00). There have been allocations totaling One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) leaving a fund balance of Zero Dollars and Zero Cents ($0.00).

C.9. Ratification of Change Order #003 to Agreement #23-237 with Edwards Construction Group, Inc. for Lease Lease-Back Services for the Marina West PS/TK/K Project (Pifko/Bennett/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #003 to Agreement #23-237 with Edwards Construction Group, Inc., for a six (6) week time extension for the required Asbestos Abatement of Building 14, for costs associated with an additional mobilization due to altered phasing, and for costs associated with an interim fire alarm system for the Kitchen, CDR, and NFL Buildings, in the amount of $11,170.80, to be paid out of County School Facilities Fund 350.

C.10. Approval of Change Order #1 to Agreement #23-289 with Oilfield Electric & Motor - OSC Electrical Service Upgrade Project 2024 (Pifko/Bennett)

It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Change Order #1 to Agreement #23-289 with Oilfield Electric & Motor, to cover the labor and materials required to cut over additional circuits not identified in the original plans for the OSC Electrical Service Upgrade Project 2024, in the amount of $22,186.31, to be paid out of Deferred Maintenance Funds.

C.11. Approval of Change Order No. 003 to Construction Services Agreement #24-115 for Edwards Construction Group for the Modernization Project at Ritchen Elementary School (Pifko/Bennett/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order #003 to Agreement #24-115 with Edwards Construction Group, Inc., for various Potential Change Orders (PCO's) associated with the Modernization Project at Ritchen Elementary School, in the amount of $71,380.00, to be paid out of Measure I Bond Funds 215.

C.12. Approval of Change Order No. 003 to Construction Services Agreement #24-143 for Viola, Inc. for the Modernization Project at McAuliffe Elementary School (Pifko/Bennett/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order No. 003 to Agreement #24-143 with Viola, Inc., for additional costs associated with restroom, casework, markerboard, and AAV design revisions for the Modernization Project at McAuliffe Elementary School, in the amount of $39,332.77, to be paid

out of Measure I Bond Funds 215.

C.13. Ratification of Change Order #1 to Agreement #25-104 with Perfection Painting Corp. - Portable Classroom Repair Project 2025 - Sierra Linda School (Pifko/Bennett)
It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees ratify Change Order #1 to Agreement #25-104 with Perfection Painting Corp., to address unforeseen wood rot damage and additional material needs for portable units 1002–1004 identified after work commenced, in the amount of $35,000.00, to be paid out of Deferred Maintenance Funds.

C.14. Request for Approval of Out of State Conference Attendance (Pifko/Corona)
It is the recommendation of the Assistant Superintendent of Business and Fiscal Services, and the Director of Child Nutrition Services, that the Board of Trustees approve out of state conference attendance for Jason Corona, Director of Child Nutrition Services, to attend the 2026 Growing School Gardens Summit, February 19-22, 2026, in Phoenix, Arizona, in the amount not to exceed $2,300.00 to be paid out of Child Nutrition Funds.

C.15. Purchase Order/Draft Payment Report #25-04 (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 #25-04, as submitted.

C.16. Acceptance of Gifts (DeGenna)
It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the D.L. Fresh Foundation, in the amount of $15,000.00, to provide after-school support, enrichment opportunities, and supplies for the Lost Boyz and Bellez after school mentoring club at R.J Frank Academy.

Section C: APPROVAL OF AGREEMENTS
It is recommended that the Board approve the following agreements:

C.17. Approval of Agreement/MOU #25-156 – St. Anthony's School - Private School Title III Allocation (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/MOU #25-156 with St. Anthony's School, to provide educational services to EL students at St. Anthony's School, November 6, 2025 through June 30, 2026, in the amount of $7,174.00, to be paid out of Title III Funds.

C.18. Approval of Agreement/MOU #25-157 – Our Lady of Guadalupe School - Private School Title III Allocation (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/MOU #25-156 with Our Lady of Guadalupe School, for Oxnard School District to provide educational services to EL students at Guadalupe School, November 6, 2025 through June 30, 2026, in the amount of $4,617.00, to be paid out of Title III Funds.

C.19. Agreement/MOU #25-158 – Santa Clara Elementary School - Private School Title III Allocation (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/MOU #25-15 with Santa Clara Elementary School, for Oxnard School District to provide educational services to EL students at Santa Clara Elementary School, November 6, 2025 through June 30, 2026, in the amount of $2,639.00, to be paid out of Title III Funds.

C.20. Approval of Agreement #25-159, Cardea Services (Fox/Anguiano)
It is the recommendation of the Director, Teaching and Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-159 with Cardea Services, to provide all 7th grade Science teachers with professional development sessions that will support compliance with the California Healthy Youth Act (CHYA) by strengthening teachers' ability to provide effective, inclusive, and equitable sexual health education to 7th grade students districtwide, November 6, 2025 through June 30, 2026, in the amount of $13,000.00, to be paid out of the General Fund.

C.21. Agreement #25-160 – Island Packers (Fox/Higa)
It is the recommendation of the Principal at Frank, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-160 with Island Packers, to provide a guided whale-watching field trip for Frank Middle School's 7th and 8th grade Marine Science students on January 29, 2026, in the amount of $4,080.00, to be paid out of Title 1 Funds.

C.22. Approval of Agreement #25-161 – Disciplina Positiva, Inc. (Fox/Ruvalcaba/Blevins/Ordaz)
It is the recommendation of the Principal, Kamala School, the Principal, Curren School, the Manager, Equity, Family, Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-161 with Disciplina Positiva, Inc., to provide two in-person phases (six workshops per phase) in Spanish for ELAC parents at Kamala School, as well as one in-person Spanish phase and a conference presentation at Curren School. In addition, the district will host one phase of virtual English workshops in spring 2026 and a parent workshop during OSD's Family Conference on November 15th, November 6, 2025 through June 11, 2026, in the amount not to exceed $37,000.00 to be paid out of Kamala School Title III Funds ($16,000.00), Curren School Title I Funds ($11,000.00), and the General Fund ($10,000.00).

C.23. Approval of Agreement #25-166– Safety Kleen Systems Inc. (Pifko/Bennett)
It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #25-166 with Safety Kleen Systems Inc., to provide comprehensive pumping services for all Oxnard School District facilities, including but not limited to the cleaning and maintenance of grease traps, stormwater separators, and the disposal of oil and filters, November 6, 2025 through June 30, 2026, in the amount not to exceed $10,000.00, to be paid out of Routine Restricted Maintenance Funds.

C.24. Approval of Agreement #25-167– Herk Edwards, Inc. (Pifko/Bennett)
It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #25-167 with Herk Edwards, Inc., to provide installation services for scoreboard replacement units and bleacher repairs, including all required equipment, materials, and supplies, as well as other repairs including gym equipment and lockers, at all Oxnard School District locations as needed, November 6, 2025 through June 30, 2026, in the amount not to exceed $50,000.00, to be paid out of Routine Restricted Maintenance Funds.

C.25. Approval of Agreement #25-168, Scott Hall, Inc. (Pifko)
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #25-168 with Scott Hall, Inc., to conduct appraisals to determine the value of the District Office located at 1051 South A Street and the undeveloped Seabridge property on Wooley Road, November 6, 2025 – December 6, 2025, in the amount of $7,500.00, to be paid out of the General Fund.

C.26. Approval of Agreement #25-169– Incident IQ, LLC. (Pifko/Bennett)
It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #25-169 with Incident IQ, LLC, to provide professional Launchpad On-boarding Service and Implementation of Incident IQ cloud services, including iiQ Facilities subscription, for the Oxnard School District Facilities work order system, December 1, 2025 through June 30, 2026, in the amount of $18,357.07, to be paid out of Routine Restricted Maintenance Funds.

C.27. Approval of Joint Use Agreement #25-171 with Child Development Resources of Ventura County, Inc. for the Operation of the Marina West Head Start Program (Pifko)
It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve the Joint Use Agreement #25-171 with Child Development Resources of Ventura County, Inc., to continue operating its Head Start Program at Marina West Elementary School under terms consistent with its current agreement, July 1, 2026 to June 30, 2029, the amount of $2,500.00 per year to be paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

C.28. Approval of Agreement #25-172 – Voler Strategic Advisors, Inc. (DeGenna)
It is the recommendation of the Principal, Fremont Academy, and the Superintendent that the Board of Trustees approve Agreement #25-172 with Voler Strategic Advisors, Inc., to provide consulting services focused on district rebranding and logo design, and to support Fremont Academy in developing and implementing a comprehensive communication and rebranding strategy, November 6, 2025 through June 30, 2026, in the amount not to exceed $82,000.00, to be paid from the General Fund.

C.29. Approval of Amendment #1 to Agreement #23-30 with Child Development Resources of Ventura County, Inc. - Ground Lease for Marina West Head Start (Pifko)
It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Amendment #1 to Agreement #23-30 with Child Development Resources of Ventura County, Inc., to demolish and remove the portable classroom owned and currently used by CDR for its Head Start Program at Marina West Elementary and for the District to make temporary facilities available for the Program through June 30, 2026, while new classrooms are being constructed at the site of the demolished portable, at no cost to Oxnard School District.

Section C: RATIFICATION OF AGREEMENTS
It is recommended that the Board ratify the following agreements:

C.30. Ratification of Agreement #25-162 – University of Massachusetts Global (Carroll/Cordes)
It is the recommendation of the Assistant Superintendent, Human Resources, and the Director, Certificated Human Resources, that the Board of Trustees ratify Agreement #25-162 with University of Massachusetts Global, to include supervised practicum and/or fieldwork in the

following courses of study: Teacher Ed (single/multi subject), School Counselor, School Psychologist, Ed Specialist (MMSN & ESN), and Education Administration, August 1, 2025 through July 31, 2028, at no cost to Oxnard School District.

C.31. Ratification of Agreement #25-163 – California Lutheran University (Carroll/Cordes)
It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #25-163 with California Lutheran University, for a Counseling Non-Paid Internship Credential Program to provide clinical experience through supervised school counseling to students enrolled in the Pupil Personnel Services (PPS) Program in School Counseling, August 1, 2025 through July 31, 2030, at no cost to Oxnard School District.

C.32. Ratification of Agreement #25-164 – University of Phoenix, Inc. (Carroll/Cordes)
It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #25-164 with the University of Phoenix, Inc., for a Student Teacher Internship Program through which University students enrolled in a credentialing program will gain experience in the public school setting, October 1, 2025 through June 30, 2028, at no cost to Oxnard School District.

C.33. Ratification of Agreement #25-165 – Ventura County Community College District (Carroll/Cordes)
It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #25-165 with Ventura County Community College District, to provide practicum and teaching experience for students enrolled in the Elementary Teacher Education Associate Degree program, July 1, 2025 through June 30, 2030, at no cost to Oxnard School District.

Section D: ACTION ITEMS
(Votes of Individual Board Members must be publicly reported.)

D.1. Request for Authorization to Advertise for Bids for the District Office Enhancement Project (Pifko/Bennett)
It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the Authorization to Advertise for Bid for the District Office Enhancement Project.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

D.2. Approval of Agreement #25-170, NAC Architecture (Pifko/Bennett)
It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #25-170 with NAC Architecture, to prepare a Districtwide Facilities Maintenance and Improvement Plan that will evaluate current facility conditions, and provide a strategic framework for decision-making,

November 6, 2025 – June 30, 2026, in the amount of $874,900.00, to be paid out of Deferred Maintenance Funds.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

D.3. Adoption of Resolution No. 25-10 Authorizing Participation in the California Zero-Emission School Bus and Infrastructure (ZESBI) Incentive Project (Pifko/Galván)
It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Transportation that the Board of Trustees adopt Resolution No. 25-10 Authorizing Participation in the California Zero-Emission School Bus and Infrastructure (ZESBI) Incentive Project, at no cost to Oxnard School District.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

D.4. Actuarial Study of Retiree Health Liabilities (Pifko/Núñez)
The Board of Trustees will receive the Actuarial Study of Retiree Health Liabilities, prepared by Foster & Foster, to review the District's long-term costs for providing health benefits to retirees, as required by Education Code Section 42140 and GASB Statements No. 74 and 75.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

D.5. Approval of Speech Language Pathologist Permit Waiver for Nayra Perez to serve as a Speech Therapist at Kamala School 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 a Speech Language Pathologist Permit Waiver for Nayra Perez to serve as a Speech Therapist at Kamala School for the 2025/2026 School Year, as presented.

Board Discussion:

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)
It is the recommendation of the Superintendent that the Board of Trustees approve the minutes of Board meetings, as presented:

- May 21, 2025 Regular Board 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 – New BP/AR 4118: Dismissal/Suspension/Disciplinary Action and Revision to BP/AR 4218: Dismissal/Suspension/Disciplinary Action (Carroll)
It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees review the new BP/AR 4118: Dismissal/Suspension/Disciplinary Action and Revision to BP/AR 4218: Dismissal/Suspension/Disciplinary Action, as presented for First Reading. The policies and regulations will be presented for a second reading and adoption at a future board meeting.

F.2. First Reading: New BP 4119.24/4219.24/4319.24: Maintaining Appropriate Adult–Student Interactions (Carroll)
It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review new Board Policy BP 4119.24/4219.24/4319.24 – Maintaining Appropriate Adult–Student Interactions, as presented for First Reading. The policy will be presented for Second Reading and Adoption at a future board meeting.

F.3. First Reading: New BP 4218.1: Dismissal/Suspension/Disciplinary Action (Merit System) (Carroll)
It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review the new BP 4218.1: Dismissal/Suspension/Disciplinary Action (Merit System), as presented for First Reading. The policy will be presented for Second Reading and Adoption at a future board meeting.

F.4. Second Reading and Adoption – Revisions to BP 0410: Nondiscrimination In District

Programs And Activities (Carroll)
It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt the Revisions to BP 0410: Nondiscrimination In District Programs And Activities, as presented for Second Reading.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

F.5. Second Reading and Adoption – Revisions to Exhibits and New Policies 4112.9, 4212.9, 4312.9: Employee Notifications (Carroll)
It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt the revisions to Exhibits and new Policies 4112.9, 4212.9, 4312.9: Employee Notifications, as presented for Second Reading.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

F.6. Second Reading and Adoption – Revisions to BP 4121and New Regulation: Temporary/Substitute Personnel (Carroll)
It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt the revisions to BP 4121and new Regulation: Temporary/Substitute Personnel, as presented for Second Reading.

Board Discussion:
Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

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.

Item	Proposed Meeting Date
Issues with Parking at Sites	12/17/25
Recognition of Teacher Activities with Non-Profits	12/17/25
Study Session on Ethnic Studies	01/2026
Discussion of Talent Search Program	01/2026
General Discussion of Reading Programs	TBD
Process for Naming Schools	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, October 31, 2025.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** November 05, 2025

Agenda Section: Section A: Preliminary

Recognition of Curren PBIS Team - Positive Behavior Interventions and Supports Silver Award (DeGenna)

The Board of Trustees will recognize the Curren School PBIS Team as the only school in the County to receive the Positive Behavior Interventions and Supports Silver Award.

FISCAL IMPACT:
N/A

RECOMMENDATION:
It is the recommendation of the Superintendent that the Board of Trustees recognize the Curren School PBIS Team as the only school in the County to receive the Positive Behavior Interventions and Supports Silver Award.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll **Date of Meeting:** November 05, 2025

Agenda Section: Section A: Study Session

Study Session: Hiring Practices/Processes (Carroll/Cordes/Fuentes)

The Assistant Superintendent, Human Resources, the Director of Certificated Human Resources, and the Director of Classified Human Resources will provide an overview of the Human Resources processes, upcoming process changes, and resources that support site and district office operations.

FISCAL IMPACT:
N/A

RECOMMENDATION:
None - Informational only.

ADDITIONAL MATERIALS:

Attached: Hiring Process Board Presentation (20 pages)

Oxnard School District
Hiring Practices/Processes



OSD Student Profile

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

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

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

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

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

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

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

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

Oxnard School District

Changing the World!
In School and Beyond

Classified Employment - Merit System Process

Online Application
(10 days)

→ Application Screening
(1 to 2 day)

→ Appeal Period
(7 days)

→ Selection Exams
(1 to 2 weeks)

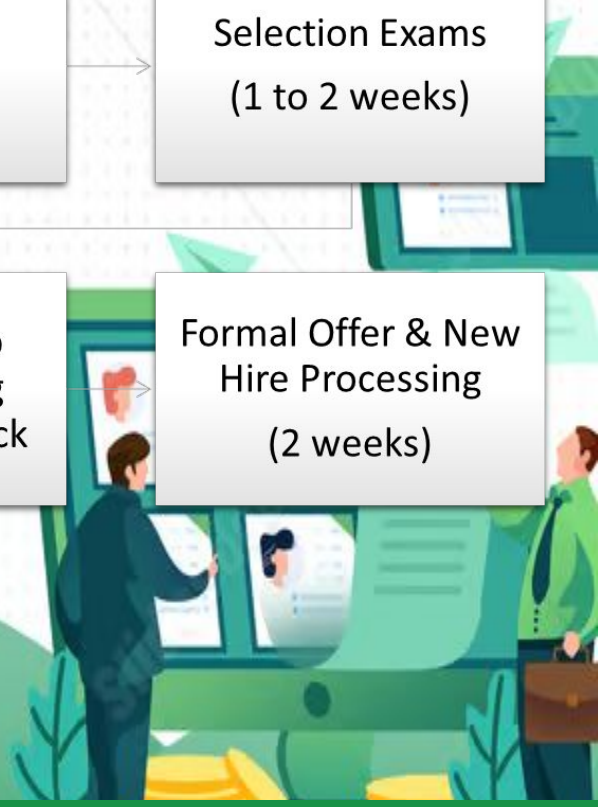
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Eligibility (Hiring) List

→ Top Three (3) Ranks Final Interview
(1 to 2 weeks)

→ Conditional Job Offer – Pending Background Check

→ Formal Offer & New Hire Processing
(2 weeks)



Certificated Non-Management

Step One: Identifying the Need/Vacancy

- Identify need to fill position (enrollment/program)

Step Two: Open for Transfer?

- Ensure that CBA requirements regarding transfer have been met
- If still vacant after transfer advertisement, post on edjoin.org

Certificated Non-Management

Step Three: Screen Applicants

- Proper credentials
- Previous work experience
- Letters of recommendation
- Letter of Introduction
- Unique traits/talents that are beneficial

Step Four: Interview Process

- In-person interviews whenever possible
- Interview panel varies depending on position/needs

Certificated Non-Management

Step Five: Select Finalist(s)

- Verify credentials
- Check references
- AB 2534 check/DOJ and FBI background check

Step Six: Onboarding

- Candidate works directly with HR staff
  - Overview of benefits
  - Verification of previous years of experience
  - Connect to supervisor/principal

New Staff Support

New teacher orientation

- 3 days, 5 for special education staff
- Induction/Intern mentors identified
- Ongoing PD throughout first year in district
- Cost of Induction covered
- HR follow up in classrooms of all new teachers
- Orientation/Introduction to District via bus tour



Certificated Management

- **Similar to non-management except…**
  - Advertisement statewide through Ed-Cal and ACSA online job listing
  - Interviews include diverse groups
    - Community Organizations
    - Labor Partners
    - Administrators
  - Interviews include:
    - Data analysis
    - Performance Tasks
    - Personal Presentation

What are We Doing?

- Continued partnership with CSUCI teacher residency program
  - Focus on hard to fill areas of Special Education, Dual Language Instruction, Math, and Science
- Increase online recruitment
- Visitation to local teacher credential programs (CLU, UCSB, CSUCI)
- University job fairs throughout the state
- Establish new MOUs to host student teachers
- Continue MOU with VCCCD for student observation
- Reduced tuition opportunities through GCU

Hard to Fill Positions/Vacancies

- Special Education
- Speech-Language Pathologists
- Psychologists
- Assistant Principals
- Substitute teachers in certain areas

Relevant Information

- 17,328 new preliminary/clear credentials issued in 23/24 -an18% increase over the previous year
- Enrollment in teacher credential programs dropped by 5% between 19/20 and 23/24
- Teacher intern credentials in California increased 28% for 23/24

OSD Certificated Hiring Data

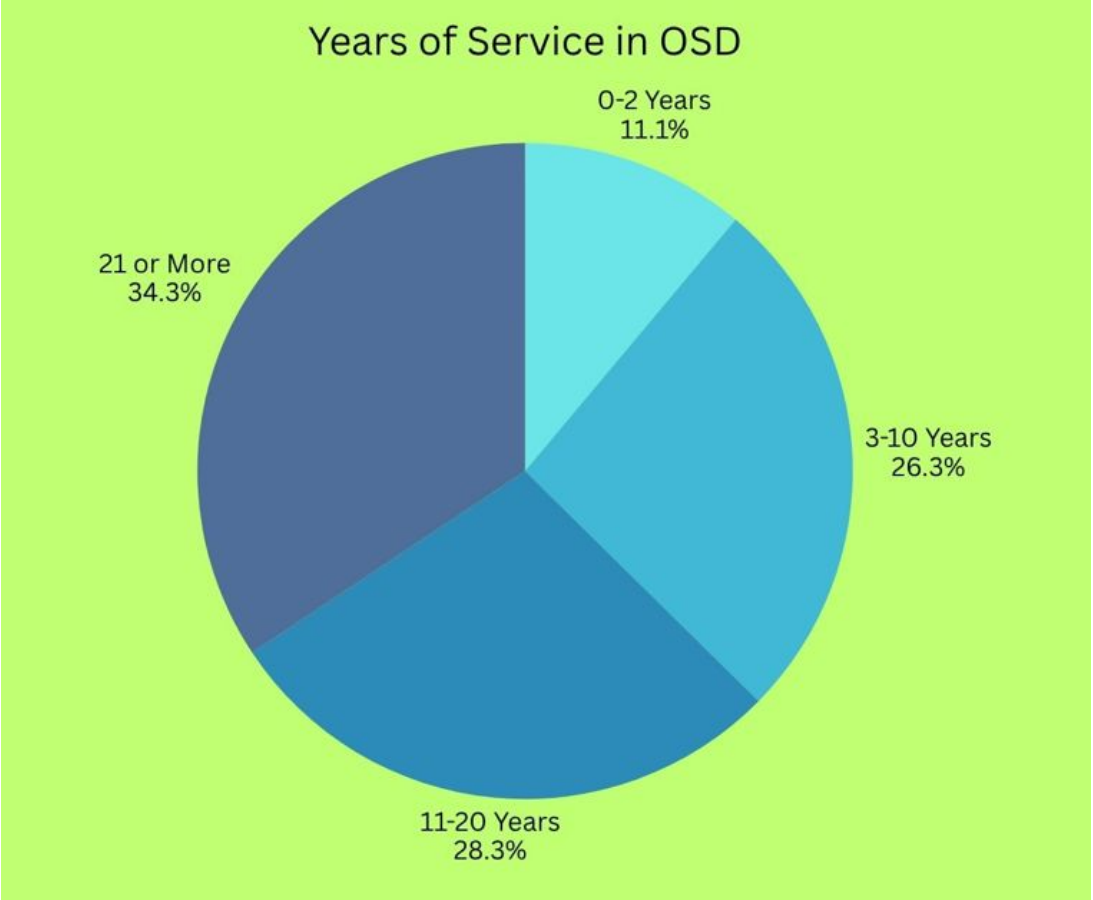
	22/23	23/24	24/25	25/26
Teachers	74	39	61	55
Psychologists	7	10	7	3
Speech Pathologists	13	8	8	4
Administrators	9	10	9	4
Counselors	6	1	1	1
TOTAL	128	87	102	92

Certificated Recruitment Survey

- **248** certificated staff participated in the survey
- **Survey Goals:**
  - Feedback about current recruiting practices
  - Input into potential adjustments to recruiting practices
  - Find out what current staff view as areas of strength in OSD that could enhance recruiting

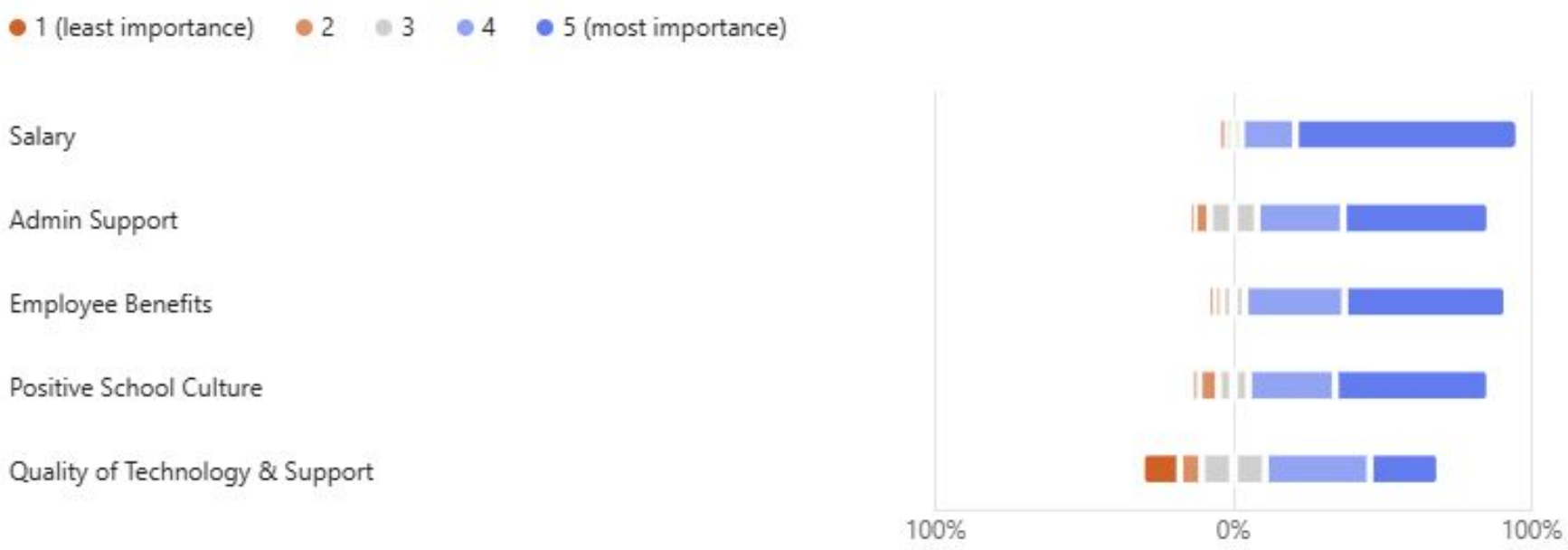
Certificated Recruitment Survey

Participant Years of Service in Oxnard School District



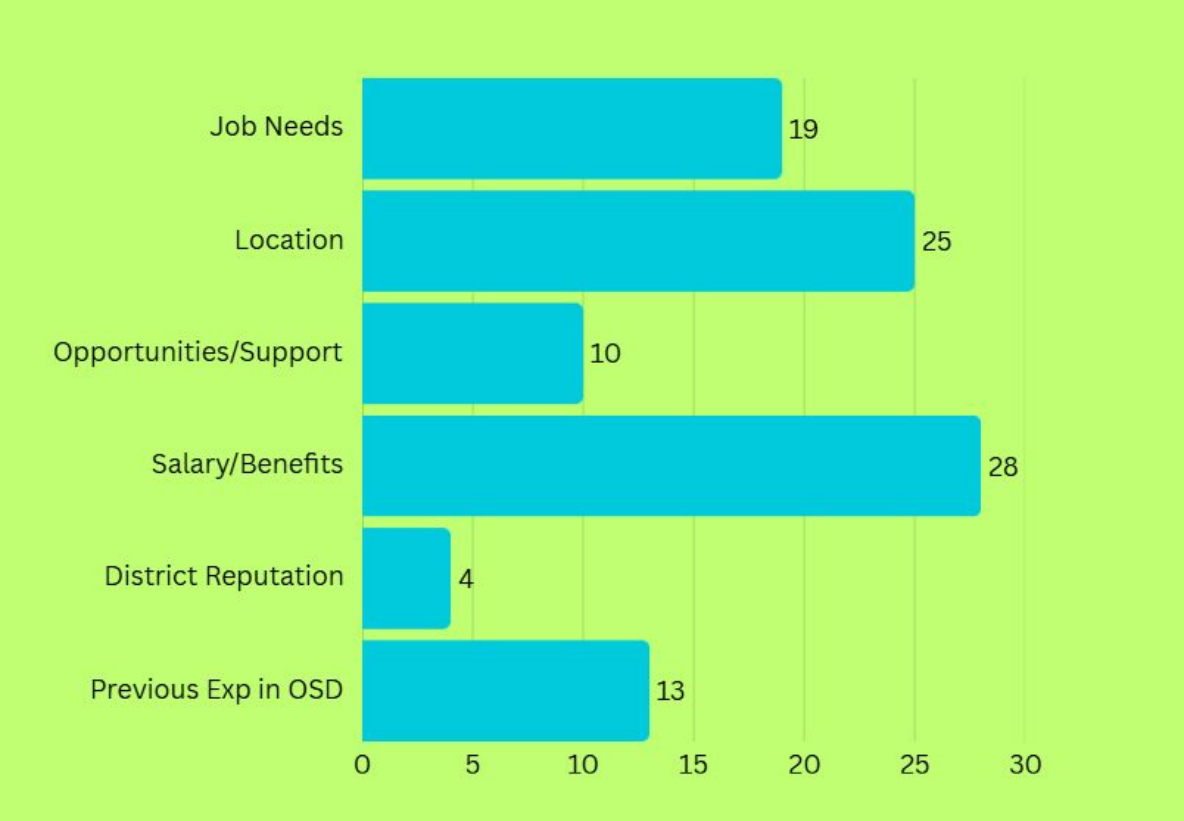
Certificated Recruitment Survey

Importance of items when selecting school district



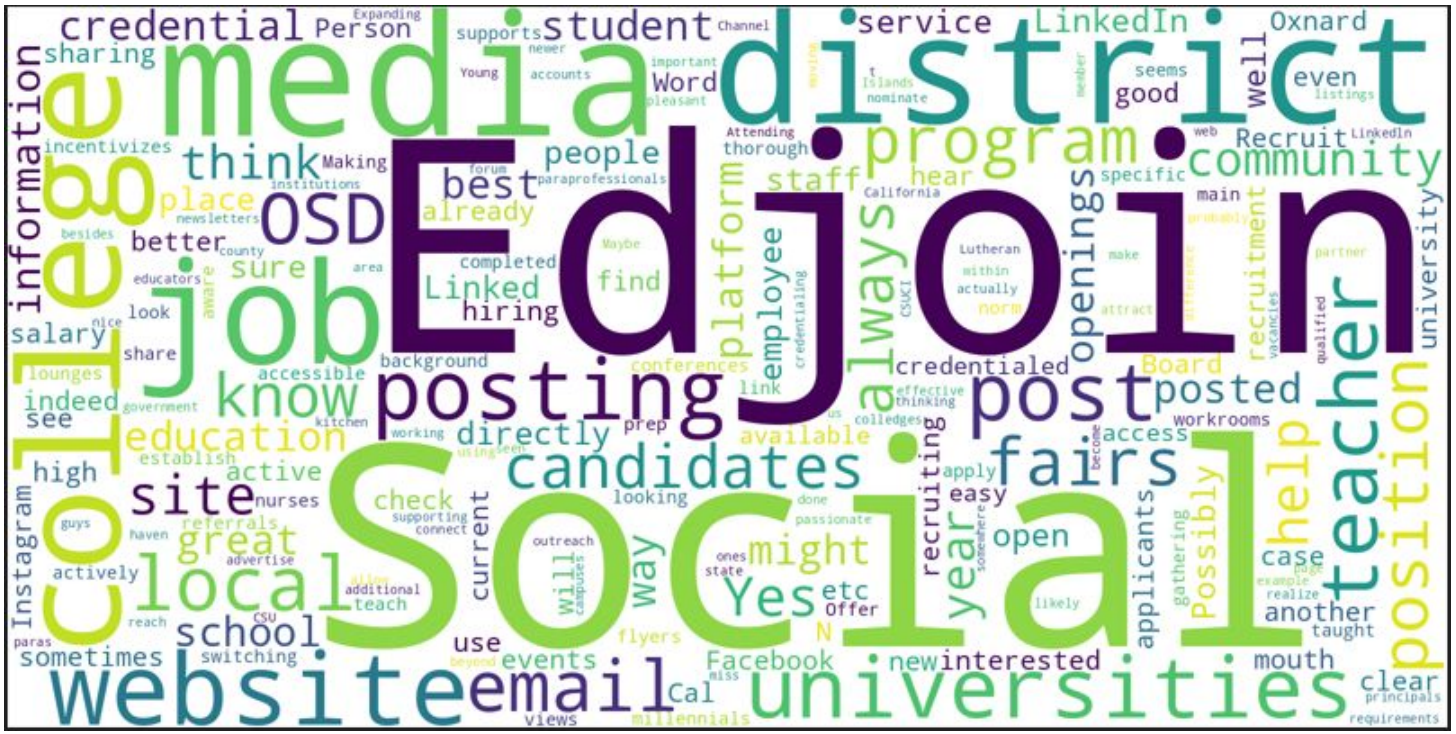
Certificated Recruitment Survey

Number one reason you chose OSD



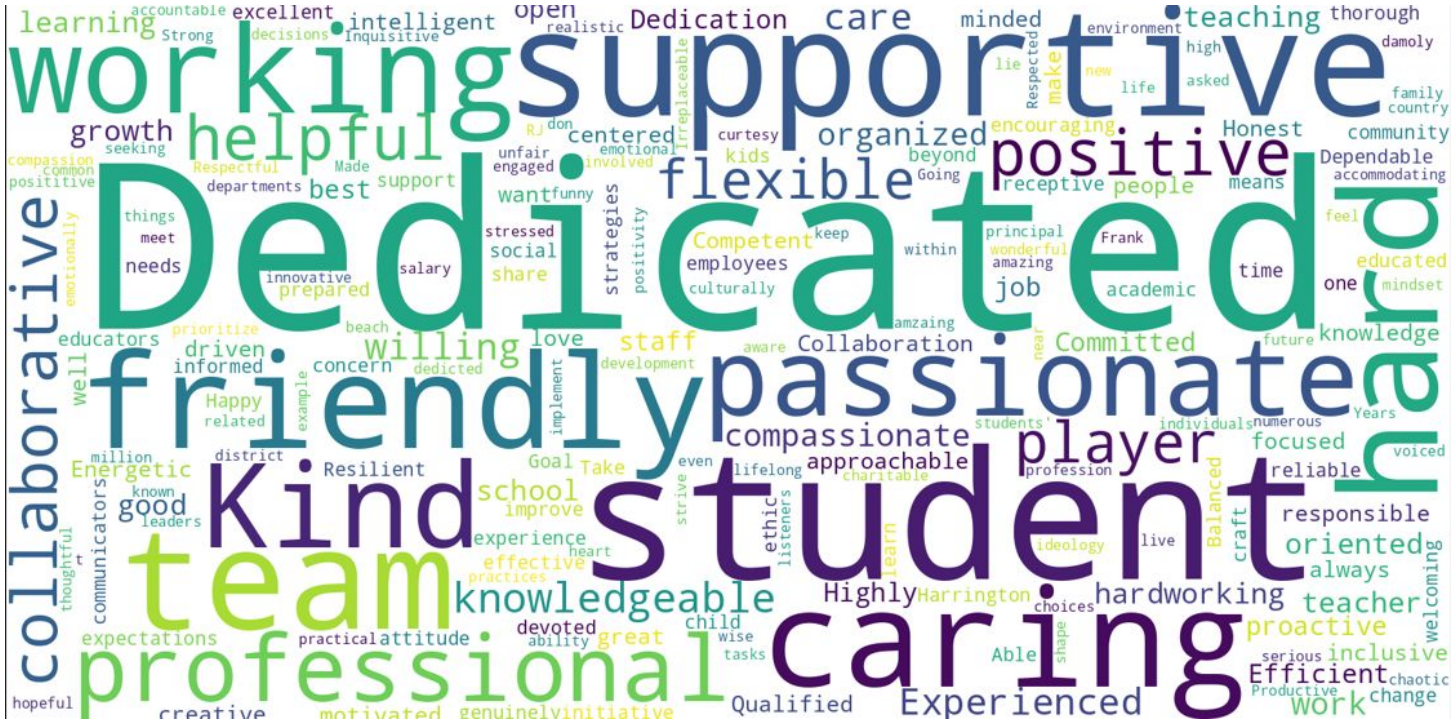
Certificated Recruitment Survey

Additional Ways OSD could post openings



Certificated Recruitment Survey

What word/phrase would you use to describe the best certificated employees at your school?



Certificated Recruitment Survey

What does OSD do better than most other districts?



Takeaways

- OSD has dramatically ramped up recruiting efforts over the last few years
- Hiring the best requires ongoing innovation and adjustment
- Student profile is an anchor when we select top applicants for interview/onboarding
- Onboarding isn't an event, it is a journey
- Retention is equally important to recruitment
  - Teacher retention was over **94%** this year (92% nat avg)
  - Cert management retention was over **95%** this year (91% nat avg)



Thank You!



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** November 05, 2025

Agenda Section: Section A: Preliminary

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

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

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

FISCAL IMPACT:
N/A

RECOMMENDATION:
N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** November 05, 2025

Agenda Section: Section A: Preliminary

Closed Session

1. Pursuant to Section 54956.9 of Government Code:
   Conference with Legal Counsel
   - Existing Litigation:
   - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
   - D.J. v. Oxnard SD, et al., Case #2024-CUOE029274
   - Y.V. v. Oxnard SD, Case #GHC0058142
   - Anticipated Litigation:
   - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
   Conference with Labor Negotiator:
   Agency Negotiators: OSD Assistant Superintendent, Human Resources, and
   Garcia Hernandez & Sawhney, LLP
   Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-
   Administrators, Classified Management, Confidential

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
   - Public Employee(s) Discipline/Dismissal/Release

FISCAL IMPACT:
N/A

RECOMMENDATION:
N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** November 05, 2025

Agenda Section: Section A: Preliminary

Reconvene to Open Session (7:00 PM)

Reconvene to Open Session (7:00 PM)

FISCAL IMPACT:
N/A

RECOMMENDATION:
N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** November 05, 2025

Agenda Section: Section A: Preliminary

Report Out of Closed Session

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

FISCAL IMPACT:
N/A

RECOMMENDATION:
N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** November 05, 2025

Agenda Section: Section A: Preliminary

Adoption and Presentation of Resolution #25-11 National School Psychology Week (DeGenna/Jefferson)

The National Association of School Psychologists, (NASP) has recognized November 3-7, 2025 as National School Psychology Week, "Finding Your Path".

The District recognizes School Psychologists for the important and vital role that they play in the personal and academic development and success of the Oxnard School District students. School Psychologists collaborate with educators, parents, and other professionals to create safe, healthy, and supportive learning environments that strengthen connections between home, school, and the community for all students.

FISCAL IMPACT:
N/A

RECOMMENDATION:
It is the recommendation of the Superintendent and the Director of Special Education Services that the Board of Trustees adopt and present Resolution #25-11 in recognition of National School Psychology Week 2025.

ADDITIONAL MATERIALS:

Attached: Resolution #25-11 (1 page)

RESOLUTION #25-11

NATIONAL SCHOOL PSYCHOLOGY WEEK

November 3-7, 2025

"Finding Your Path"

WHEREAS, National School Psychology Week, celebrated annually during the month of November, provides an opportunity to acknowledge the vital role that school psychologists play in supporting the mental health, academic success, and overall well-being of students; and

WHEREAS, school psychologists are highly trained professionals who bring expertise in child development, learning, behavior, and mental health, making them invaluable members of the educational community; and

WHEREAS, school psychologists support the Oxnard School District's commitment to fostering safe, positive learning environments by providing direct support to students, consulting with educators and families, and creating proactive intervention strategies; and

WHEREAS, the work of school psychologists contributes significantly to creating inclusive and supportive school cultures where students can thrive, regardless of background or individual challenges, aligning with the Oxnard School District's mission to empower every student to reach their full potential; and

WHEREAS, school psychologists also address critical issues such as crisis prevention, intervention, and response, helping to build resilience within our school communities and to ensure that students have access to mental health resources and support networks; and

WHEREAS, the Oxnard School District recognizes and appreciates the dedication of our school psychologists, who demonstrate compassion, expertise, and leadership in their work each day for the benefit of our students, families, and staff;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Oxnard School District hereby recognizes November 3-7, 2025, as National School Psychology Week in the Oxnard School District; and

BE IT FURTHER RESOLVED that the Board encourages all staff, students, and families to join in recognizing the outstanding contributions of school psychologists to the success and well-being of our students, honoring them for their dedicated service to the Oxnard School District community.

Adopted this 5th day of November, 2025.

_____
President, Board of Trustees

_____
Clerk, Board of Trustees

_____
Member, Board of Trustees

_____
Member, Board of Trustees

_____
Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll **Date of Meeting:** November 05, 2025

Agenda Section: Section A: Report

2024-2025 Annual Report of the Commission (Carroll/Fuentes)

The Administration will provide a presentation on the Personnel Commission's 2024-2025 Annual Report.

FISCAL IMPACT:
N/A

RECOMMENDATION:
None – information only.

ADDITIONAL MATERIALS:

Attached: Annual Report 24-25 (2 pages)

PHILOSOPHY OF MERIT

In our democracy, citizens have an expectation that governmental processes be conducted in a fair, efficient, and open manner, and that public institutions be accountable for representing the public interest. Merit System principles emphasize these values and provide a personnel selection system that is open to all and free from political interference. As school districts continue to experience systemic change resulting from social, financial, and political pressures, it becomes increasingly important that school administrators incorporate Merit System principles into every decision they make concerning classified employees.

School district personnel management should be implemented consistent with the following Merit System principles:

1. Recruitment of job applicants should be from sources representing all segments of society, and selection and advancement should be determined solely on the basis of relative ability, knowledge, and skills, after fair and open competition, which assures that all receive equal opportunity.
2. All employees and applicants for employment should receive fair and equitable treatment in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, disabling condition or sexual orientation.
3. Equal pay should be provided for work of equal effort, skill, and responsibility.
4. School district employees should be managed and treated fairly and consistently and be engaged in work that serves the best interests of students.
5. Employees should be retained and promoted on the basis of merit, as measured by the adequacy of their performance and professional achievement.
6. Employees should be protected from arbitrary employment actions and afforded due process rights consistent with applicable law.

Personnel Commissioners

Ernest Morrison
Term 2024—2027
Board of Trustees' Appointee

Denis O'Leary
Term 2023—2026
CSEA Appointee

Paul Robinson
Term 2022—2025
Joint Appointee

Personnel Commission Staff

Dr. Adalberto Fuentes
Director, Classified Human Resources

Tanya Ventura
Human Resources Analyst

Jenna Becker
Human Resources Analyst

Mireya Rosales
Administrative Assistant

Esmeralda Hernandez
Human Resources Technician

Erica Mata
Human Resources Technician

Maribel Zambrano
Human Resources Technician

Oxnard School District

Annual Report of the Personnel Commission

2024-2025

1051 South A St.
Oxnard, California 93030
(805) 385-1501

The Merit System

The classified employees of the Oxnard School District have operated under the Merit System since 1967. The system provides equal opportunity for applicants by requiring competition for positions. The Merit System is a system of rules and procedures similar to civil service. Its fundamental purpose is to ensure that employees are selected, promoted and retained without favoritism or prejudice based on merit and fitness, with the Personnel Commission playing a crucial part in the recruitment, selection and retention of the District's classified staff. The Commissioners usually meet once a month to consider examinations, eligibility lists, reclassifications, salary studies, rule changes, disciplinary appeals, and other areas of importance to all classified employees.

The Personnel Commission's purpose is multi-faceted. In accordance with the provisions of the Education Code, the Commission establishes and amends Personnel Commission rules that are binding on the District as a whole; conducts classification studies; recommends equity salary adjustments; conducts all classified recruitment and selection processes; establishes procedures for transfers; interprets rules and regulations; and conducts disciplinary hearings and appeals.

In order to maintain its freedom to act, the Personnel Commission administers its own budget. The Personnel Commission budget for 2024-2025 was $1,051,651.

Personnel Commission Regular Meetings
The Commission meets on the second Thursday of each month at 3:30 pm in the ESC.

Personnel Transactions

New Hires	279
New Substitute/Exempt	309
Resignations	103
Transfers	354
Promotions	34
Retirements	12
Release from Probations	17
Layoffs (Medical)	2
Voluntary Demotions	2
Increase in Hours	60
Administrative Transfers	10
Reinstatement	5
Total	**878**

Position Management

HRA's Processed	900
Established Positions	69
Abolished Positions	41

Recruitment Services

Number of Recruitments	157
Hits Received	101,900
Applications Received	3,317
Number of Eligibility Lists	114
Written Tests	1,514
Qualification Interviews	525
Training & Experience Evaluation	590
Total Tests Administered	2,629

Classification & Compensation

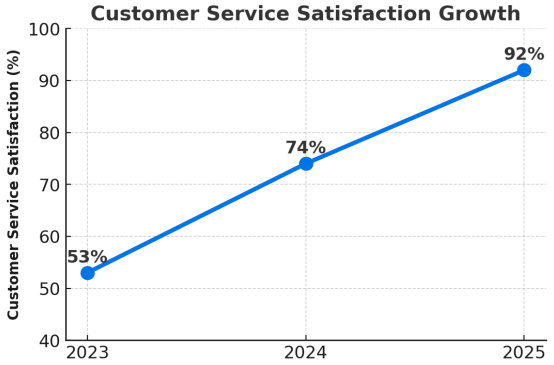
New Classifications	4
Revised Classifications	8
Reclassifications	1

Employees

Bargaining Unit	1043
Confidential	5
Management	27
Substitute/Exempt	140
Total	**1,215**

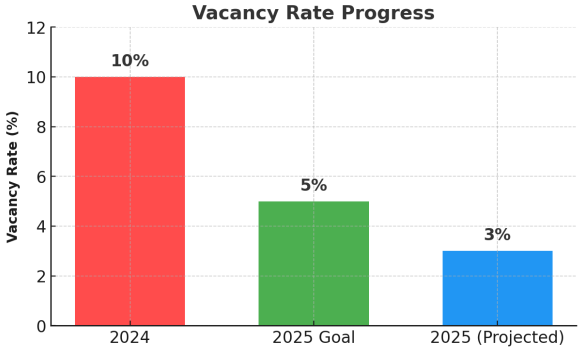
Customer Service Excellence

In August 2023, only 53% of the employees we serve rated our customer service positively. By June 2024, we improved to 74%. As of June 2025, 92% of our employees say they are satisfied.



Hiring Success - Reaching our Goal

In November 2024, our vacancy ratio was 10%. By setting a bold goal of 5%, we worked together to recruit, interview, and hire top talent. As of October 2025, we've met our goal and are on track a 3% vacancy ratio by the end of the calendar year.



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** November 05, 2025

Agenda Section: Section A: Preliminary

Update on Immigration Impact (DeGenna)

The Board of Trustees will receive an update on immigration issues and their impact to Oxnard School District families.

FISCAL IMPACT:
N/A

RECOMMENDATION:
Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** November 05, 2025

Agenda Section: Section B: Hearing

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

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

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:** November 05, 2025

Agenda Section: Section C: Consent Agenda

Approval of New Job Description – District Chef (Carroll/Fuentes/Corona)

The Director of Child Nutrition Services met with the Director of Classified Human Resources to discuss the need for a District Chef classification to support District-wide catering operations, the District food truck, and special food delivery services in alignment with District initiatives.

The purpose of the position is to plan, coordinate, and lead the District's catering operations, ensuring the preparation and delivery of high-quality, nutritionally balanced meals for District events, meetings, and special programs. The District Chef will also oversee the operation of the District food truck, ensure compliance with federal, state, and local regulations, and uphold food safety and sanitation standards while providing functional direction to assigned staff.

Currently, the District incurs significant costs by contracting with outside vendors to provide food services for meetings, trainings, professional development sessions, and District events. Establishing this position will allow the District to operate its own food truck and catering services, thereby offsetting these existing expenditures and creating a sustainable, cost-effective model for District food service operations.

Staff conducted a compensation study of comparable positions with similar duties and qualifications, along with an internal equity analysis. Based on these findings, staff determined that range 22 ($30.94–$37.61) on the CSEA salary schedule is appropriate for the District Chef classification. The new job classification and recommended salary range 22 ($30.94–$37.61) for the new District Chef classification were approved by the Personnel Commission on October 9, 2025.

FISCAL IMPACT:
Fiscal Impact: $98,762.92 annually, to be paid from the Cafeteria Fund.

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Human Resources, Director of Classified Human Resources, and the Director of Child Nutrition Services that the Board approve the job description, as presented.

ADDITIONAL MATERIALS:

Attached: District Chef - JD 10.2025 FINAL (3 pages)
CSEA 25-26 Schedule _District Chef_Final (3 pages)

JOB DESCRIPTION

District Chef

Purpose of Position

Under the direction of the Director or Assistant Director of Child Nutrition Services, plans, coordinates, and leads the District's catering operations, ensuring the preparation and delivery of high-quality, nutritionally balanced meals for District events, meetings, and special programs. Oversees the operation of the District food truck and coordinates special food delivery services in alignment with District initiatives. Ensures compliance with federal, state, and local regulations while upholding food safety and sanitation standards.

Supervision

- Receives supervision from the Director or Assistant Director of Child Nutrition Services.
- Provides functional and technical work direction to assigned staff.
- This position has no formal supervisory responsibilities.

Essential Functions

Job descriptions are intended to present a descriptive list of the range of job functions performed by employees in the class. Job descriptions are not intended to reflect all duties and tasks performed within the job.

- Plans, coordinates, and leads catering operations for District meetings, events, and special programs, ensuring meals are prepared, packaged, and presented to high-quality standards.
- Designs, tests, and standardizes recipes and menus for catering and special events in alignment with nutritional guidelines and customer preferences.
- Oversees operation of the District food truck, including menu planning, scheduling, logistics, and compliance with applicable health and safety regulations.
- Coordinates and participates in the preparation, delivery, and service of meals for special programs, including community home deliveries in designated circumstances.
- Provides functional and technical direction to assigned staff during catering events, food truck operations, and meal deliveries.
- Monitors food quality, portion control, and presentation standards across school sites, catering, and food truck services.
- Trains and mentors staff on food preparation, presentation, food safety, and customer service practices.
- Maintains catering, food truck, and delivery equipment, ensuring proper cleaning, servicing, and safe operation.
- Monitors inventory, orders supplies, and manages food and non-food items to support catering and mobile food operations.
- Coordinates catering event logistics, including staffing assignments, schedules, transportation, and setup/breakdown of catering service areas.
- Maintains accurate records related to menus, production, deliveries, sales, and compliance reporting.

- Ensures compliance with federal, state, and local regulations, including USDA guidelines, HACCP protocols, and District food safety and sanitation policies.
- Performs related duties as assigned.

Minimum Qualifications

Knowledge of:

- Culinary techniques and terminology used in large-scale food preparation and catering.
- Principles of menu planning, recipe standardization, and food presentation for diverse audiences.
- USDA school nutrition program requirements, including meal pattern compliance and HACCP food safety protocols.
- Safe food handling, storage, and sanitation practices.
- Commercial kitchen, catering, and mobile food equipment maintenance.
- Inventory management and cost-control practices related to food service operations.

Skills in:

- Food preparation, serving, and storage.
- Computing required food quantities for menus.
- Customer service.
- Time management and prioritization.
- Verbal and written communication.

Ability to:

- Analyze problems, develop solutions, and adjust plans as needed.
- Learn how to use new kitchen equipment and appliances.
- Utilize a computer, copier, and learn applicable software.
- Establish cooperative relationships with students, parents, and staff.
- Work independently and collaboratively as part of a team.

Education and Experience

An Associate's degree or equivalent in culinary arts, nutrition, food service management, or a related field; and three years of increasingly responsible experience in large-scale food preparation, catering, or institutional food service, including experience providing functional direction to staff.

Licenses and Other Requirements

A valid California driver's license and a valid Food Safety Manager Certificate (e.g., ServSafe) at time of hire or obtained by the end of probationary period. Must maintain insurability by the District's liability insurance carrier.

Physical Requirements

Ability to lift, carry, push, and pull objects weighing up to 50 pounds; stand for extended periods of time; bend, stoop, and reach; perform repetitive hand and arm motions; hearing and speaking to

exchange information; and dexterity of hands and fingers to operate kitchen equipment. Vision abilities required include close vision, color vision, and depth perception.

Working Environment

Work is performed primarily in a commercial kitchen, catering, and mobile food service environment. Exposure to heat, cold, noise, and cleaning chemicals. Requires flexibility to adjust schedule and work outside normal working hours, including evenings, weekends, holidays, and overtime, as needed to support District events, catering operations, and special initiatives. Drives a District vehicle, including the food truck, to various locations. May be required to drive in inclement weather.

FLSA Status: Non-Exempt

PC Approval Date: 10/9/2025
Board Approval Date:

RANGE	CHILD NUTRITION SERVICES
22	District Chef
17	Child Nutrition Services Operations Specialist
16	Child Nutrition Cafeteria Coordinator
10	Child Nutrition Worker II (Cook)
7	Child Nutrition Worker

RANGE	CLERICAL SUPPORT
20	Attendance Accounting Specialist II
19	District Testing & Assessment Coordinator
18	District Textbook Coordinator
17	Administrative Assistant
17	School Office Manager
16	English Learner Data Technician
16	Special Education Data Technician
15	Attendance Accounting Specialist I
15	Facilities Support Services Specialist
13	Attendance Accounting Technician
13	Facilities Technician
13	Intermediate School Secretary
13	Office Assistant III
13	Secretary
12	District Office Receptionist
11	Library/Media Technician
8	Health Assistant
8	Language Assessment Technician (Spanish Bilingual)
8	Office Assistant II
7	Records Assistant

RANGE	COMMUNITY RELATIONS
31	Mental Health Clinician
22	District Community Liaison
22	Outreach Specialist
22	Parent Support Liaison
22	Interpreter/Community Support Liaison-Trilingual
19	Special Education Service Coordinator
18	After School Program Site Coordinator
17	Family Liaison
14	District Translator

RANGE	FISCAL
22	Position Control Specialist
21	Senior Payroll Technician
20	Accounting Specialist IV
18	Payroll Technician
17	Accounting Specialist III

RANGE	HUMAN RESOURCES
22	Credential Technician
20	Risk Management Specialist
16	Human Resources Technician
13	Human Resources Assistant

RANGE	INSTRUCTIONAL SUPPORT
43	School Occupational Therapist
29	Music Instructor
29	Arts Instructor
26	Speech-Language Pathology Assistant
19	Paraeducator - Hearing Impaired (Sign Language)
18	Health Care Technician
12	Paraeducator - Special Education
9	Adaptive Technology Specialist
9	Paraeducator - Hearing Impaired (Oral Speech)
9	Registered Behavior Technician
7	Expanded Learning Specialist
6	Infant Program Assistant
5	Instructional Assistant - Special Ed. (RSP)
5	Instructional Physically Handicapped Assistant
4	Paraeducator - General Education

RANGE	MAINTENANCE/OPERATIONS
25	Grounds Maintenance Lead
22	Electrician
21	Heating, Ventilation, & Air Conditioning Technician
21	Plumber
20	Locksmith
18	Facilities Materials Specialist
18	Grounds Maintenance Specialist
18	Irrigation Specialist
17	Maintenance Worker II
13	Grounds Equipment Operator
13	Lead Custodian
11	Security/Maintenance Worker (N)
10	Grounds Maintenance Worker I
8	Custodian

RANGE	PURCHASING/GRAPHICS/WAREHOUSE
20	Buyer
19	Reprographics Coordinator
15	Reprographics Technician
14	Shipping/Receiving Clerk/Delivery Driver
10	Warehouse Worker/Delivery Driver
8	Instructional Materials Warehouse Attendant/Driver

RANGE	TECHNOLOGY
38	Network Systems Analyst
32	Information Technology Project Coordinator
32	Site Technology Coordinator
28	Information Technology Support Specialist
28	Technology Services Technician
22	Information Systems Data Technician

RANGE	TRANSPORTATION
21	Vehicle & Equipment Mechanic
19	Transportation Router/Scheduler
15	Transportation Dispatcher/Scheduling Assistant
14	Bus Driver/Mechanic Assistant
13	Bus Driver
13	Cover Bus Driver/Office Assistant
6	Transportation Driver

RANGE	OTHER
1	Campus Assistant

RANGE	EXEMPT
$16.50	AVID Tutors

2025-26 CLASSIFIED SALARY SCHEDULE

(effective 07/01/2025)

	Step A	Step B	Step C	Step D	Step E
Range 1	$ 3,211.99	$ 3,372.59	$ 3,541.22	$ 3,718.29	$ 3,904.20
Range 2	$ 3,295.08	$ 3,459.83	$ 3,632.82	$ 3,814.46	$ 4,005.19
Range 3	$ 3,375.19	$ 3,543.95	$ 3,721.15	$ 3,907.20	$ 4,102.57
Range 4	$ 3,458.27	$ 3,631.19	$ 3,812.74	$ 4,003.38	$ 4,203.55
Range 5	$ 3,547.29	$ 3,724.65	$ 3,910.89	$ 4,106.43	$ 4,311.75
Range 6	$ 3,628.89	$ 3,810.33	$ 4,000.85	$ 4,200.89	$ 4,410.93
Range 7	$ 3,720.87	$ 3,906.91	$ 4,102.26	$ 4,307.37	$ 4,522.74
Range 8	$ 3,811.37	$ 4,001.94	$ 4,202.03	$ 4,412.14	$ 4,632.74
Range 9	$ 3,904.84	$ 4,100.08	$ 4,305.08	$ 4,520.34	$ 4,746.35
Range 10	$ 3,999.79	$ 4,199.78	$ 4,409.76	$ 4,630.25	$ 4,861.77
Range 11	$ 4,103.64	$ 4,308.82	$ 4,524.26	$ 4,750.47	$ 4,988.00
Range 12	$ 4,200.07	$ 4,410.08	$ 4,630.58	$ 4,862.11	$ 5,105.21
Range 13	$ 4,305.41	$ 4,520.68	$ 4,746.71	$ 4,984.05	$ 5,233.25
Range 14	$ 4,409.26	$ 4,629.72	$ 4,861.21	$ 5,104.27	$ 5,359.48
Range 15	$ 4,523.50	$ 4,749.67	$ 4,987.16	$ 5,236.51	$ 5,498.34
Range 16	$ 4,628.83	$ 4,860.27	$ 5,103.29	$ 5,358.45	$ 5,626.37
Range 17	$ 4,747.52	$ 4,984.90	$ 5,234.14	$ 5,495.85	$ 5,770.64
Range 18	$ 4,860.27	$ 5,103.29	$ 5,358.45	$ 5,626.37	$ 5,907.69
Range 19	$ 4,989.35	$ 5,238.81	$ 5,500.76	$ 5,775.79	$ 6,064.58
Range 20	$ 5,103.58	$ 5,358.76	$ 5,626.70	$ 5,908.04	$ 6,203.44
Range 21	$ 5,231.17	$ 5,492.73	$ 5,767.37	$ 6,055.74	$ 6,358.53
Range 22	$ 5,363.21	$ 5,631.38	$ 5,912.94	$ 6,208.59	$ 6,519.02
Range 23	$ 5,501.19	$ 5,776.25	$ 6,065.06	$ 6,368.31	$ 6,686.73
Range 24	$ 5,631.75	$ 5,913.33	$ 6,209.00	$ 6,519.45	$ 6,845.42
Range 25	$ 5,769.72	$ 6,058.21	$ 6,361.12	$ 6,679.17	$ 7,013.13
Range 26	$ 5,909.18	$ 6,204.64	$ 6,514.87	$ 6,840.61	$ 7,182.64
Range 27	$ 6,061.99	$ 6,365.09	$ 6,683.34	$ 7,017.51	$ 7,368.39
Range 28	$ 6,208.87	$ 6,519.31	$ 6,845.28	$ 7,187.54	$ 7,546.92
Range 29	$ 6,363.16	$ 6,681.32	$ 7,015.39	$ 7,366.15	$ 7,734.46
Range 30	$ 6,510.04	$ 6,835.54	$ 7,177.32	$ 7,536.18	$ 7,912.99
Range 31	$ 6,680.65	$ 7,014.68	$ 7,365.42	$ 7,733.69	$ 8,120.37
Range 32	$ 6,833.46	$ 7,175.14	$ 7,533.89	$ 7,910.59	$ 8,306.12
Range 33	$ 7,012.98	$ 7,363.63	$ 7,731.81	$ 8,118.40	$ 8,524.32
Range 34	$ 7,177.66	$ 7,536.54	$ 7,913.37	$ 8,309.04	$ 8,724.49
Range 35	$ 7,360.14	$ 7,728.15	$ 8,114.56	$ 8,520.28	$ 8,946.30
Range 36	$ 7,533.72	$ 7,910.41	$ 8,305.93	$ 8,721.22	$ 9,157.29
Range 37	$ 7,731.04	$ 8,117.59	$ 8,523.47	$ 8,949.65	$ 9,397.13
Range 38	$ 7,910.56	$ 8,306.08	$ 8,721.39	$ 9,157.46	$ 9,615.33
Range 39	$ 8,113.81	$ 8,519.50	$ 8,945.47	$ 9,392.75	$ 9,862.39
Range 40	$ 8,305.19	$ 8,720.45	$ 9,156.48	$ 9,614.30	$ 10,095.02
Range 41	$ 8,520.32	$ 8,946.33	$ 9,393.65	$ 9,863.33	$ 10,356.50
Range 42	$ 8,719.12	$ 9,155.07	$ 9,612.83	$ 10,093.47	$ 10,598.14
Range 43	$ 8,946.11	$ 9,393.41	$ 9,863.09	$ 10,356.24	$ 10,874.05
Range 44	$ 9,155.30	$ 9,613.06	$ 10,093.71	$ 10,598.40	$ 11,128.32

Employee Anniversary Increments:

Anniversary increments in the amount of $111.25 shall be added to the monthly compensation of full-time classified employees at the beginning of the 7th, 10th, 15th, 20th, 25th and 30th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

7 years of service:	$111.25
10 years of service:	$222.50
15 years of service:	$333.75
20 years of service:	$445.00
25 years of service:	$556.25
30 years of service:	$667.50

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

Bilingual Stipend:

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

Classified Substitute Pay:

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

AVID Tutor (exempt) $16.50 per hour

Board Approved 06/18/2025

2025-26 CLASSIFIED SALARY SCHEDULE

(effective 07/01/2025)

	Step A	Step B	Step C	Step D	Step E
Range 1	$ 18.53	$ 19.46	$ 20.43	$ 21.45	$ 22.52
Range 2	$ 19.01	$ 19.96	$ 20.96	$ 22.01	$ 23.11
Range 3	$ 19.47	$ 20.45	$ 21.47	$ 22.54	$ 23.67
Range 4	$ 19.95	$ 20.95	$ 22.00	$ 23.10	$ 24.25
Range 5	$ 20.47	$ 21.49	$ 22.56	$ 23.69	$ 24.88
Range 6	$ 20.94	$ 21.98	$ 23.08	$ 24.24	$ 25.45
Range 7	$ 21.47	$ 22.54	$ 23.67	$ 24.85	$ 26.09
Range 8	$ 21.99	$ 23.09	$ 24.24	$ 25.46	$ 26.73
Range 9	$ 22.53	$ 23.65	$ 24.84	$ 26.08	$ 27.38
Range 10	$ 23.08	$ 24.23	$ 25.44	$ 26.71	$ 28.05
Range 11	$ 23.68	$ 24.86	$ 26.10	$ 27.41	$ 28.78
Range 12	$ 24.23	$ 25.44	$ 26.72	$ 28.05	$ 29.45
Range 13	$ 24.84	$ 26.08	$ 27.39	$ 28.75	$ 30.19
Range 14	$ 25.44	$ 26.71	$ 28.05	$ 29.45	$ 30.92
Range 15	$ 26.10	$ 27.40	$ 28.77	$ 30.21	$ 31.72
Range 16	$ 26.71	$ 28.04	$ 29.44	$ 30.91	$ 32.46
Range 17	$ 27.39	$ 28.76	$ 30.20	$ 31.71	$ 33.29
Range 18	$ 28.04	$ 29.44	$ 30.91	$ 32.46	$ 34.08
Range 19	$ 28.79	$ 30.22	$ 31.74	$ 33.32	$ 34.99
Range 20	$ 29.44	$ 30.92	$ 32.46	$ 34.09	$ 35.79
Range 21	$ 30.18	$ 31.69	$ 33.27	$ 34.94	$ 36.68
Range 22	$ 30.94	$ 32.49	$ 34.11	$ 35.82	$ 37.61
Range 23	$ 31.74	$ 33.33	$ 34.99	$ 36.74	$ 38.58
Range 24	$ 32.49	$ 34.12	$ 35.82	$ 37.61	$ 39.49
Range 25	$ 33.29	$ 34.95	$ 36.70	$ 38.53	$ 40.46
Range 26	$ 34.09	$ 35.80	$ 37.59	$ 39.47	$ 41.44
Range 27	$ 34.97	$ 36.72	$ 38.56	$ 40.49	$ 42.51
Range 28	$ 35.82	$ 37.61	$ 39.49	$ 41.47	$ 43.54
Range 29	$ 36.71	$ 38.55	$ 40.47	$ 42.50	$ 44.62
Range 30	$ 37.56	$ 39.44	$ 41.41	$ 43.48	$ 45.65
Range 31	$ 38.54	$ 40.47	$ 42.49	$ 44.62	$ 46.85
Range 32	$ 39.42	$ 41.40	$ 43.47	$ 45.64	$ 47.92
Range 33	$ 40.46	$ 42.48	$ 44.61	$ 46.84	$ 49.18
Range 34	$ 41.41	$ 43.48	$ 45.65	$ 47.94	$ 50.33
Range 35	$ 42.46	$ 44.59	$ 46.82	$ 49.16	$ 51.61
Range 36	$ 43.46	$ 45.64	$ 47.92	$ 50.32	$ 52.83
Range 37	$ 44.60	$ 46.83	$ 49.17	$ 51.63	$ 54.22
Range 38	$ 45.64	$ 47.92	$ 50.32	$ 52.83	$ 55.47
Range 39	$ 46.81	$ 49.15	$ 51.61	$ 54.19	$ 56.90
Range 40	$ 47.92	$ 50.31	$ 52.83	$ 55.47	$ 58.24
Range 41	$ 49.16	$ 51.61	$ 54.20	$ 56.90	$ 59.75
Range 42	$ 50.30	$ 52.82	$ 55.46	$ 58.23	$ 61.14
Range 43	$ 51.61	$ 54.19	$ 56.90	$ 59.75	$ 62.74
Range 44	$ 52.82	$ 55.46	$ 58.23	$ 61.15	$ 64.20

Board Approved 06/18/2025

Employee Anniversary Increments:

Anniversary increments in the amount of $111.25 shall be added to the monthly compensation of full-time classified employees at the beginning of the 7th, 10th, 15th, 20th, 25th and 30th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

7 years of service:	$0.64
10 years of service:	$1.28
15 years of service:	$1.93
20 years of service:	$2.57
25 years of service:	$3.21
30 years of service:	$3.85

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

Bilingual Stipend:

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

Classified Substitute Pay:

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

AVID Tutor (exempt) $16.50 per hour

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Consent Agenda

Personnel Actions (Carroll/Fuentes)

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

FISCAL IMPACT:
N/A

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

ADDITIONAL MATERIALS:

Attached: Classified Personnel Items 11.05.25 (1 page)
Certificated Personnel Items 11.05.25 (1 page)

New Hires

Ayala, Eric P	Paraeducator General Education, McAuliffe School 6 hrs./183 days	10/06/2025
Luna, Alexandra	Speech Language Pathology Assistant, Harrington School 8 hrs./183 days	10/13/2025
Rojas, Jessica	Office Assistant II, Chavez School 8 hrs./203 days	10/20/2025

Limited Term/Substitutes

Aranda, Robert O	Custodian, Warehouse, Grounds & Maintenance (Substitutes)	09/23/2025
Barajas, Andy	Custodian, Warehouse, Grounds & Maintenance (Substitutes)	09/23/2025
Cedillos, Lorena	Custodian, Warehouse, Grounds & Maintenance (Substitutes)	09/23/2025
Colin Virgen, Maria M	Custodian, Warehouse, Grounds & Maintenance (Substitutes)	09/23/2025
Colon, Esequiel M	Custodian, Warehouse, Grounds & Maintenance (Substitutes)	09/23/2025
Lee, Carson C	Custodian, Warehouse, Grounds & Maintenance (Substitutes)	09/23/2025
Lopez, Norberto S	Custodian, Warehouse, Grounds & Maintenance (Substitutes)	09/23/2025
Martinez Agramont, Maria D	Custodian, Warehouse, Grounds & Maintenance (Substitutes)	09/23/2025
Nichols, Lillian	Paraeducator (Substitute)	10/06/2025
Pedraza, Leonel S	Custodian, Warehouse, Grounds & Maintenance (Substitutes)	09/23/2025
Ramirez, Alfredo G	Custodian, Warehouse, Grounds & Maintenance (Substitutes)	09/23/2025
Sanchez, Jose M	Paraeducator (Substitute)	09/29/2025

Transfers

Esparza, Lydia A	Campus Assistant, McAuliffe School 5.75 hrs./180 days	10/01/2025
Vasquez, Maria D	Paraeducator Special Education, Lopez Academy 7 hrs./183 days	10/01/2025
Wilson, Michelle E	Mental Health Clinician, Pupil Services 8 hrs./221 days	10/20/2025

Promotion

Gaytan, Blanca H	Speech Language Pathology Assistant, McKinna School 8 hrs./183 days Special Education Data Technician, San Miguel School 8 hrs./245 days	10/01/2025

Resignations

Nakamura, Erika	Campus Assistant, Driffill School 5.75 hrs./180 days	10/02/2025
Rosales Sandoval, Angie	Paraeducator General Education, Rose Avenue School 6 hrs./183 days	09/26/2025

Retirement

Olague, Hilda	Paraeducator Special Education, San Miguel School 5.75 hrs./183 days	10/17/2025
Rubio, Amelia	Child Nutrition Worker, Driffill School 5 hrs./185 days	01/29/2026

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

Melendez, Jasmine	Special Education, M/S	McAuliffe	2025/2026 School Year
Bova, Samuel	Substitute Teacher		2025/2026 School Year
Cabrera, Alejandra	Substitute Teacher		2025/2026 School Year
Cardenas, Brisa	Substitute Teacher		2025/2026 School Year
Chavira, Patricia	Substitute Teacher		2025/2026 School Year
Estep, Jenna	Substitute Teacher		2025/2026 School Year
Lopez, Selene	Substitute Teacher		2025/2026 School Year
Madrigal, Monserrat	Substitute Teacher		2025/2026 School Year
Maggs, Trisha	Substitute Teacher		2025/2026 School Year
Melago, Justin	Substitute Teacher		2025/2026 School Year
Murias Aispura, Berenice	Substitute Teacher		2025/2026 School Year
Onadja, Sophia Linli	Substitute Teacher		2025/2026 School Year
Orozco, Celene	Substitute Teacher		2025/2026 School Year
Robledo, Kalila Hope	Substitute Teacher		2025/2026 School Year
Salas, Daniel	Substitute Teacher		2025/2026 School Year
Sosa, Alexandria Grace	Substitute Teacher		2025/2026 School Year
Taylor, Leslie	Substitute Teacher		2025/2026 School Year
Vacio Pena, Daniela	Substitute Teacher		2025/2026 School Year

Resignation

Newton, Alison	Speech Language Pathologist	Kamala	October 30, 2025
Rodriguez, Hector	Special Education, M/M	Soria	October 24, 2025

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Consent Agenda

Establishment and Abolishment of Positions (Carroll/Fuentes)

Establishment

An eight hour 183-day Speech Language Pathology Assistant position number 13390 to be established at Special Education. This position will be established for Augmentative Alternative Communication.
A six hour 183-day Health Care Technician position 13393 to be established at San Miguel. This position will be established to support the needs of students.

Abolish

A five hour 185-day Child Nutrition Worker position number 9246 to be abolished at Child Nutrition Services. This position to be abolished due to the new established positions of Child Nutrition Worker II.
A five hour 185-day Child Nutrition Worker position number 2175 to be abolished at Child Nutrition Services. This position to be abolished due to the new established positions of Child Nutrition Worker II.

FISCAL IMPACT:

Cost for 1 Speech Language Pathology Assistant position $92,921.00 SPED funds (Establish position)
Cost for 1 Health Care Technician position $68,624.00 SPED funds (Establish position)
Savings for 2 Child Nutrition Worker positions $62,296.00 Child Nutrition School Program funds (Abolish positions)

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Consent Agenda

Acceptance of Phase 1 Construction to Construction Services Agreement #17-158 with Balfour Beatty Contractors, LLC. - Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Pifko/Bennett/CFW)

The District's Master Construct Program adopted by the Board in January 2017 identified Rose Avenue Elementary School as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment, as well as the need for construction of a library/media center.

The Board approved the negotiated GMP and the Amendment No 001 to the Lease Agreement as executed in the Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Balfour Beatty Construction to complete the Work identified in IBI's architectural drawings for the Rose Ave Elementary School Reconstruction Project on September 22, 2021.

The "GMP" for the Project is Forty-Seven Million One Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents ($47,178,393.00). The GMP also consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-five Thousand Forty-Two Dollars and No Cents ($1,695,042.00), (2) Sublease Payments in the amount of $173,660 per month for 12 months for a total lease value of Two Million Eighty-Three Thousand Nine Hundred Twenty Dollars and No Cents ($2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease. There are also Allowances included in the GMP for specific purposes. The total Allowances are in the amount of Five Hundred Thousand Dollars and No Cents ($500,000.00).

The project consists of two Phases of Construction. Phase 1 of the project is the construction of the new campus and associated parking lots. Phase 2 of the project consists of the demolition of the old Rose Avenue Elementary School Campus and construction of new playground amenities and fields. The District has occupied Phase of the Project since school began on August 19, 2025. The Contractor is requesting a partial acceptance of the project due to District occupancy and usage of the new school

We are seeking Board Acceptance of the Phase 1 of the Project as Substantially Complete. This acceptance will provide the conditions for partial retention release for those sub-contractors not associated with Phase 2 of the Project.

FISCAL IMPACT:
None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees accept Phase 1 as Substantially Complete for the Rose Avenue Elementary School Reconstruction.

ADDITIONAL MATERIALS:

Attached: Request for Determination of Substantial Completion (1 Page)
Amendment #1 (21 Pages)
Agreement #17-158, Balfour Beatty Construction LLC (24 Pages)

Balfour Beatty

July 14, 2025

CFW, Inc.

Re: **Notice # - Request for Determination of Substantial Completion Project: Rose Ave Reconstruction Project**
Project: Rose Ave. Elem School Reconstruction

Dear :

In accordance with Section 7.2.2 of the Contract Documents, we hereby formally request that the Architect and the District's Inspector conduct a joint inspection of the Work for the purpose of determining Substantial Completion.
We believe the Project has reached the stage in progress where the Work is complete in accordance with the Contract Documents, including but not limited to all required start-up, testing, and commissioning activities. At this time, the District may occupy and utilize the Project for its intended purpose.
We respectfully request your coordination with the Architect and the District Inspector to schedule an inspection at your earliest convenience. Upon your good faith and reasonable determination, we trust the certification of Substantial Completion will be issued in accordance with the Contract.
Please advise if any further documentation or prerequisites are required to facilitate this request.
Thank you for your attention and continued cooperation.

Sincerely,
Balfour Beatty Construction, LLC

Rafael Alamillo
Senior Project Manager

Cc: Kuykendall, Dennis, Garcia, Alex, Carbajal, Filbert,DeGenna, Anabolena, Kristen Pifko, Scott Burkett, Gerald Schober , Ruben Ruiz, Kanani, Janvi, Timothy Hoyt

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

The Lease Leaseback Agreement ("Agreement") entered into on November 17th, 2017, by and between the Oxnard School District ("District") and Balfour Beatty Construction, LLC, ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #17-158 that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained LLB Contractor to provide preconstruction and constructionservices for the Rose Avenue Elementary School Reconstruction ("Project") for the District's Master Construct and Implementation Program;

WHEREAS, the District operates Rose Avenue Elementary, located at 220 S. Driskill Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Balfour Beatty Construction to construct thru the completion and occupancy of the new school;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed withconstruction;

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

AMENDMENT

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

H. Site. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit B** attachedhereto to the Site Lease.

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

The "GMP" for the Project shall be **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents ($41,678,393.00)**. The GMP consists of (1) a Contractor Contingency in the amount of **One Million Six Hundred Ninety-five Thousand Fourty-Two Dollars and No Cents ($1,695,042.00)**, and, (2) Sublease Payments in the amount of **$173,660** per month for **12** months for a total lease value of **Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents ($2,083,920.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto.

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

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign **Leon Cavallo** as Project Manager/Superintendent for the Project. So long as **Leon Cavallo** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

APPROVED:

Balfour Beatty Construction, LLC:

Signature

Brian H. Cahill President, California Division
Typed Name/Title

09/28/2021
Date

OXNARD SCHOOL DISTRICT:

Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

10-7-2021
Date

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

EXHIBIT A

Scope of Work

DRAWINGS

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

PROJECT DESCRIPTION

CONSTRUCTION OF A NEW SCHOOL ON THE EXISTING SCHOOL PLAY FIELD, MULTIPLE BUILDINGS FOR KINDERGARTEN, CLASSROOMS, MULTI-PURPOSE BUILDING, ADMINISTRATION, LEARNING RESOURCE CENTER, AND BOTH ON AND OFF-SITE IMPROVEMENTS.

The Project will be completed in two (2) Phases over a nineteen (19) month duration. **Phase 1,** (construction of new campus facilities), shall commence in November 2021 and be completed in February 2023. **Phase 2,** (demolition of the existing campus and completion of the new sports field and related equipment shall commence February 2023 and be completed in June 2023. A total duration of four hundred and sixty (460) Calendar Days. The total Guaranteed Maximum Price (GMP) for the Rose Ave E.S. Reconstruction Project shall be: **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents ($41,678,393.00).**

Contract Documents Listed

1. **Specifications**

Division	Number	Description
01 - General Requirements	01 11 00	Summary of Work
01 - General Requirements	01 23 00	Alternates
01 - General Requirements	01 25 00	Substitution Procedures
		Substitution Request Form - For Use During Bidding
		Substitution Request Form - For Use During Construction
		Substitution Warranty Form
01 - General Requirements	01 26 00	Contract Modification Procedures
01 - General Requirements	01 29 00	Payment Procedures
01 - General Requirements	01 31 00	Project Management and Coordination
01 - General Requirements	01 31 24	Building Information Modeling (BIM) Coordination
01 - General Requirements	01 32 00	Construction Progress Documentation
01 - General Requirements	01 33 00	Submittal Procedures
01 - General Requirements	01 41 00	Regulatory Requirements

01 - General Requirements	01 42 00	Definitions and References
01 - General Requirements	01 43 00	Quality Assurance
01 - General Requirements	01 50 00	Temporary Facilities and Controls
01 - General Requirements	01 56 39	Temporary Tree and Plant Protection
01 - General Requirements	01 60 00	Product Requirements
01 - General Requirements	01 70 00	Field Engineering and Execution Requirements
01 - General Requirements	01 73 29	Cutting and Patching
01 - General Requirements	01 74 16	Storm Water Pollution Prevention Plan
01 - General Requirements	01 74 19	Construction Waste Management and Disposal
01 - General Requirements	01 77 00	Closeout Procedures
01 - General Requirements	01 78 23	Operation and Maintenance Data
01 - General Requirements	01 78 39	Project Record Documents
01 - General Requirements	01 79 00	Demonstration and Training
01 - General Requirements	01 81 19	Indoor Air-Quality Requirements
02 - Existing Conditions	02 41 13	Site Demolition
02 - Existing Conditions	02 41 16	Building Demolition
03 - Concrete	03 05 05	Concrete Sealer
03 - Concrete	03 30 00	Cast-In-Place Concrete
03 - Concrete	03 30 05	Underslab Vapor Barrier
03 - Concrete	03 52 00	Concrete Topping
04 - Masonry	04 22 00	Concrete Unit Masonry
05- Metals	05 12 00	Structural Steel Framing
05- Metals	05 12 13	Architecturally Exposed Structural Steel Framing
05- Metals	05 31 00	Steel Decking
05- Metals	05 40 00	Cold-Formed Metal Framing
05- Metals	05 50 00	Metal Fabrications
05- Metals	05 51 00	Metal Stairs
06 - Woods, Plastics, and Composites	06 16 43	Glass-Mat Gypsum Sheathing
06 - Woods, Plastics, and Composites	06 20 00	Finish Carpentry
06 - Woods, Plastics, and Composites	06 41 00	Architectural Wood Cabinets
06 - Woods, Plastics, and Composites	06 83 16	Fiberglass-Reinforced Plastic Paneling
07 - Thermal and Moisture Protection	07 13 26	Self-Adhering Sheet Waterproofing
07 - Thermal and Moisture Protection	07 13 30	Pre-Applied Sheet Waterproofing
07 - Thermal and Moisture Protection	07 18 13	Traffic Coating
07 - Thermal and Moisture Protection	07 21 13	Rigid Foam Board Insulation

07 - Thermal and Moisture Protection	07 21 16	Blanket Insulation
07 - Thermal and Moisture Protection	07 27 19	Weather-Resistive Sheet Barrier System
07 - Thermal and Moisture Protection	07 42 13	Formed Metal Wall Panels
07 - Thermal and Moisture Protection	07 42 46	Fiber-Cement Wall Panels
07 - Thermal and Moisture Protection	07 46 46	Fiber-Cement Siding
07 - Thermal and Moisture Protection	07 54 13	Tripolymer Alloy Roofing
07 - Thermal and Moisture Protection	07 62 00	Sheet Metal Flashing and Trim
07 - Thermal and Moisture Protection	07 65 00	Flexible Flashing
07 - Thermal and Moisture Protection	07 71 29	Manufactured Roof Expansion Joints
07 - Thermal and Moisture Protection	07 72 00	Roof Accessories
07 - Thermal and Moisture Protection	07 84 13	Penetration Firestopping
07 - Thermal and Moisture Protection	07 84 43	Joint Firestopping
07 - Thermal and Moisture Protection	07 92 00	Joint Sealants
07 - Thermal and Moisture Protection	07 95 13	Expansion Joint Cover Assemblies
08 - Openings	08 11 13	Hollow-Metal Doors and Frames
08 - Openings	08 14 16	Flush Wood Doors
08 - Openings	08 31 13	Access Doors and Frames
08 - Openings	08 33 13	Overhead Coiling Counter Door
08 - Openings	08 41 13	Glazed Aluminum Entrances and Storefronts
08 - Openings	08 44 13	Glazed Aluminum Curtain Walls
08 - Openings	08 51 13	Aluminum Windows
08 - Openings	08 71 00	Door Hardware
08 - Openings	08 81 00	Glass Glazing
08 - Openings	08 91 00	Louvers
09 - Finishes	09 06 00	Colors and Finishes
09 - Finishes	09 21 16	Gypsum Board Shaft-Wall Assemblies
09 - Finishes	09 24 00	Portland Cement Plaster
09 - Finishes	09 28 16	Glass-Mat-Faced Gypsum Backing Board
09 - Finishes	09 29 00	Gypsum Board
09 - Finishes	09 30 00	Ceramic Tile

09 - Finishes	09 51 13	Suspended Lay-In Panel Ceilings
09 - Finishes	09 65 00	Resilient Flooring
09 - Finishes	09 65 13	Resilient Base and Accessories
09 - Finishes	09 65 66	Resilient Athletic Flooring
09 - Finishes	09 68 13	Tile Carpeting
09 - Finishes	09 77 13	Stretched-Fabric Wall System
09 - Finishes	09 77 21	Vinyl-Wrapped Panels
09 - Finishes	09 81 16	Acoustical Blanket Insulation
09 - Finishes	09 91 00	Painting
09 - Finishes	09 96 23	Graffiti-Resistant Treatment
10 - Specialties	10 11 00	Visual Display Units
10 - Specialties	10 14 00	Signage
10 - Specialties	10 14 63	Electronic Message Sign
10 - Specialties	10 21 13	Solid-Plastic Toilet Compartments
10 - Specialties	10 26 10	Wall Protection
10 - Specialties	10 28 00	Toilet Accessories
10 - Specialties	10 44 13	Fire Protection Cabinets
10 - Specialties	10 44 16	Fire Extinguishers
10 - Specialties	10 51 13	Metal Lockers
10 - Specialties	10 75 00	Flagpole
11 - Equipment	11 40 00	Food Service Equipment
11 - Equipment	11 52 14	Rear Projection Screen
11 - Equipment	11 52 23	Audio-Visual Equipment Supports
11 - Equipment	11 66 23	Gymnasium Equipment
11 - Equipment	11 68 16	Play Structures
11 - Equipment	11 68 23	Exterior Court Athletic Equipment
12 - Furnishings	12 24 13	Roller Shades
14 - Conveying Equipment	14 24 25	Holeless Hydraulic Passenger Elevator
21 - Fire Suppression	21 20 00	Fire Suppression Systems
22 - Plumbing	22 05 00	Common Work Results for Plumbing
22 - Plumbing	22 05 13	Basic Plumbing Materials and Methods
22 - Plumbing	22 05 53	Plumbing Identification
22 - Plumbing	22 07 00	Plumbing Insulation
22 - Plumbing	22 07 20	Lavatory Pipe Covers
22 - Plumbing	22 10 00	Plumbing
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 00	Common Work Results for HVAC
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 13	Basic HVAC Materials and Methods
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 48	HVAC Sound, Vibration, and Seismic Control
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 53	HVAC Identification

23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 07 00	HVAC Insulation
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 00	HVAC Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 13	Environmental Controls and Energy Management Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 09 23	Environmental Controls and Energy Management Systems
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 30 00	Air Distribution
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 38 13	Kitchen Ventilation System
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 80 00	Heating, Ventilating, and Air Conditioning Equipment
26 - Electrical	26 05 00	Common Work Results for Electrical
26 - Electrical	26 05 13	Basic Electrical Materials and Methods
26 - Electrical	26 05 19	Low-Voltage Wires (600 Volt AC)
26 - Electrical	26 05 26	Grounding and Bonding
26 - Electrical	26 05 33	Raceways, Boxes, Fittings, and Supports
26 - Electrical	26 08 00	Electrical Systems Commissioning
26 - Electrical	26 09 23	Lighting Control Systems
26 - Electrical	26 10 00	Service Entrance
26 - Electrical	26 22 00	Low-Voltage Transformers
26 - Electrical	26 24 13	Switchboards
26 - Electrical	26 24 16	Panelboards and Signal Terminal Cabinets
26 - Electrical	26 50 00	Lighting
26 - Electrical	26 52 00	Emergency Power Systems
27 - Communications	27 05 36	Cable Trays for Communication
27 - Communications	27 10 00	Structured Cabling System (SCS)
27 - Communications	27 30 00	Area of Refuge/Elevator Landing - Two-Way Communication System
27 - Communications	27 51 16	Public Address/Clock System
27 - Communications	27 51 23.50	Assistive Listening System
28 - Electronic Safety and Security	28 16 00	Intrusion Alarm System
28 - Electronic Safety and Security	28 23 00	Video Surveillance (CCTV) System
28 - Electronic Safety and Security	28 31 00	Fire Detection and Alarm System
31 - Earthwork	31 10 00	Site Clearing
31 - Earthwork	31 20 00	Earthwork
31 - Earthwork	31 22 19	Finish Grading
32 - Exterior Improvements	32 12 16	Hot-Mix Asphalt Paving
32 - Exterior Improvements	32 13 13	Site Concrete
32 - Exterior Improvements	32 13 43	Pervious Concrete Pavement
32 - Exterior Improvements	32 13 73	Concrete Paving Joint Sealants

32 - Exterior Improvements	32 14 13	Precast Concrete Unit Pavers
32 - Exterior Improvements	32 15 40	Granular Surfacing
32 - Exterior Improvements	32 17 13	Wheelstops
32 - Exterior Improvements	32 17 23	Pavement Markings
32 - Exterior Improvements	32 17 26	Tactile Warning Surfaces
32 - Exterior Improvements	32 18 16	Resilient Surfacing
32 - Exterior Improvements	32 31 13	Chain-Link Fences and Gates
32 - Exterior Improvements	32 31 19	Decorative Metal Fences and Gates
32 - Exterior Improvements	32 33 00	Site Furnishings
32 - Exterior Improvements	32 80 00	Landscape Irrigation
32 - Exterior Improvements	32 90 00	Landscape Planting
32 - Exterior Improvements	32 92 00	Turf Sodding
32 - Exterior Improvements	32 93 00	Turf Hydroseeding
33 - Utilities	33 11 00	Site Water Distribution
33 - Utilities	33 31 00	Site Sanitary Sewerage
33 - Utilities	33 41 00	Site Storm Drainage
33 - Utilities	33 46 16	Subdrainage

2. Drawings

Discipline	Drawing No.	Drawing Title
GENERAL	G0000	COVER SHEET
GENERAL	G1000	GENERAL NOTES
GENERAL	G1001	CALGREEN CODE
GENERAL	G1002	CALGREEN CODE
GENERAL	G1100A	BUILDING A - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100B	BUILDING B - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100C	BUILDING C - CODE ANALYSIS FIRST FLOOR PLAN
GENERAL	G1101C	BUILDING C - CODE ANALYSIS SECOND FLOOR PLAN
GENERAL	G1200	LIFE AND SAFETY
CIVIL	C101	TITLE SHEET AND GENERAL NOTES
CIVIL	C201	TYPICAL DETAILS
CIVIL	C202	TYPICAL DETAILS
CIVIL	C203	TYPICAL DETAILS
CIVIL	C301	DEMOLITION PLAN
CIVIL	C302	DEMOLITION PLAN
CIVIL	C400	OVERALL SITE
CIVIL	C401	GRADING PLAN
CIVIL	C402	GRADING PLAN
CIVIL	C403	GRADING PLAN
CIVIL	C404	GRADING PLAN
CIVIL	C405	GRADING PLAN
CIVIL	C406	GRADING PLAN
CIVIL	C407	GRADING PLAN
CIVIL	C408	GRADING PLAN
CIVIL	C409	GRADING PLAN
CIVIL	C501	GRADING PLAN
CIVIL	C502	UTILITY PLAN
CIVIL	C601	UTILITY PLAN
LANDSCAPE	L1.01	EROSION GONTROL PLAN
LANDSCAPE	L1.02	LANDSCAPE CONSTRUCTION PLAN
LANDSCAPE	L1.03	PLANTING PLAN
LANDSCAPE	L2.01	PLANTING PLAN
LANDSCAPE	L2.02	IRRIGATION PLAN
LANDSCAPE	L3.01	IRRIGATION PLAN
LANDSCAPE	L3.02	LANDSCAPE DETAILS
ARCHITECTURAL	A1100	LANDSCAPE DETAILS
ARCHITECTURAL	A1201	OVERALL SITE PLAN
ARCHITECTURAL	A1202	SITE ENLARGED PLAN - NORTH-EAST
ARCHITECTURAL	A1203	SITE ENLARGED PLAN - SOUTH-EAST
ARCHITECTURAL	A1204	SITE ENLARGED PLAN - SOUTH-WEST
ARCHITECTURAL	A1301	SITE ENLARGED PLAN - NORTH-WEST

ARCHITECTURAL	A1302	ENLARGED SERVICE YARDS ENLARGED PLAYGROUNDS
ARCHITECTURAL	A1303	ENLARGED SERVICE YARDS AND CANOPY
ARCHITECTURAL	A2310A	BUILDING A - FLOOR PLANS AND ENLARGED PLANS
ARCHITECTURAL	A2311A	BUILDING A - FLOOR FINISH PLAN
ARCHITECTURAL	A2710A	BUILDING A - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810A	BUILDING A - ROOF PLAN
ARCHITECTURAL	A3001A	BUILDING A - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001A	BUILDING A - SECTIONS
ARCHITECTURAL	A4010A	BUILDING A - WALL SECTIONS
ARCHITECTURAL	A6010A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6011A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6013A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A8202	WALL DETAILS
ARCHITECTURAL	A9101A	BUILDING A - ROOM FINISH, DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310B	BUILDING B - FLOOR PLAN
ARCHITECTURAL	A2311B	BUILDING B - DIMENSION FLOOR PLAN
ARCHITECTURAL	A2312B	BUILDING B - FLOOR FINISH PLAN
ARCHITECTURAL	A2710B	BUILDING B - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810B	BUILDING B - ROOF PLAN
ARCHITECTURAL	A3001B	BUILDING B - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001B	BUILDING B - SECTIONS
ARCHITECTURAL	A4010B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A4011B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A5010B	BUILDING B - PARTIAL FLOOR PLANS
ARCHITECTURAL	A6010B	BUILDING B INTERIOR ELEVATIONS
ARCHITECTURAL	A6011B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A8601	OPENINGS
ARCHITECTURAL	A9101B	BUILDING B - ROOM FINISH SCHEDULE
ARCHITECTURAL	A9201B	BUILDING B - DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310C	BUILDING C - FIRST FLOOR PLAN - NORTH
ARCHITECTURAL	A2311C	BUILDING C - FIRST FLOOR PLAN - SOUTH
ARCHITECTURAL	A2312C	BUILDING C - FIRST FLOOR DIMENSION PLAN - NORTH
ARCHITECTURAL	A2313C	BUILDING C - FIRST FLOOR DIMENSION PLAN - SOUTH
ARCHITECTURAL	A2314C	BUILDING C - FIRST FLOOR FINISH PLAN - NORTH
ARCHITECTURAL	A2315C	BUILDING C - FIRST FLOOR FINISH PLAN - SOUTH
ARCHITECTURAL	A2320C	BUILDING C - SECOND FLOOR PLAN - NORTH
ARCHITECTURAL	A2321G	BUILDING C - SECOND FLOOR PLAN - SOUTH
ARCHITECTURAL	A2322C	BUILDING C - SECOND FLOOR DIMENSION PLAN - NORTH
ARCHITECTURAL	A2323C	BUILDING C - SECOND FLOOR DIMENSION PLAN - SOUTH
ARCHITECTURAL	A2324C	BUILDING C - SECOND FLOOR FINISH PLAN - NORTH
ARCHITECTURAL	A2325C	BUILDING C - SECOND FLOOR FINISH PLAN - SOUTH
ARCHITECTURAL	A2710C	BUILDING C - FIRST FLOOR REFLECTED CEILING PLAN - NORTH

ARCHITECTURAL	A2711C	BUILDING C - FIRST FLOOR REFLECTED CEILING PLAN - SOUTH
ARCHITECTURAL	A2720C	BUILDING C - SECOND FLOOR REFLECTED CEILING PLAN - NORTH
ARCHITECTURAL	A2721C	BUILDING C - SECOND FLOOR REFLECTED CEILING PLAN - SOUTH
ARCHITECTURAL	A2810C	BUILDING C - ROOF PLAN - NORTH
ARCHITECTURAL	A2811C	BUILDING C - ROOF PLAN - SOUTH
ARCHITECTURAL	A3001C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A3002C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A3003C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001C	BUILDING C - SECTIONS
ARCHITECTURAL	A4002C	BUILDING C – SECTIONS
ARCHITECTURAL	A4010C	BUILDING C - WALL SECTIONS
ARCHITECTURAL	A4011C	BUILDING C - WALL SECTIONS
ARCHITECTURAL	A5001C	BUILDING C - ENLARGED PLANS & SECTIONS
ARCHITECTURAL	A5002C	BUILDING C - ENLARGED PLANS & SECTIONS
ARCHITECTURAL	A6010C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6011C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012C	BUILDING C - Interior ELEVATIONS
ARCHITECTURAL	A6013C	BUILDING C INTERIOR ELEVATIONS
ARCHITECTURAL	A6014C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6015C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6016C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A9101C	BUILDING C - ROOM FINISH SCHEDULE
ARCHITECTURAL	A9201C	BUILDING C - DOOR SCHEDULES
ARCHITECTURAL	A9202C	BUILDING C - WINDOW SCHEDULE
ARCHITECTURAL	A8001	SITE DETAILS
ARCHITECTURAL	A8002	SITE DETAILS
ARCHITECTURAL	A8003	SITE DETAILS
ARCHITECTURAL	A8100	PLAN DETAILS
ARCHITECTURAL	A8200	WALL TYPES
ARCHITECTURAL	A8202	WALL DETAILS
ARCHITECTURAL	A8300	CEILING DETAILS
ARCHITECTURAL	A8400	ROOF DETAILS
ARCHITECTURAL	A8401	ROOF DETAILS
ARCHITECTURAL	A8402	ROOF DETAIL AND RUNNEL DETAILS
ARCHITECTURAL	A8500	INTERIOR DETAILS
ARCHITECTURAL	A8501	INTERIOR DETAILS
ARCHITECTURAL	A8600	OPENING DETAILS
ARCHITECTURAL	A8601	OPENING DETAILS
ARCHITECTURAL	A8602	OPENING DETAILS
ARCHITECTURAL	A8700	ACCESSIBILITY DETAILS
ARCHITECTURAL	A8800	STAIR & GUARDRAIL DETAILS
STRUCTURAL	S0001	STRUCTURAL NOTES
STRUCTURAL	S0002	STRUCTURAL NOTES
STRUCTURAL	S0003	STRUCTURAL NOTES

STRUCTURAL	S1101	TYP. FOUNDATION DETAILS
STRUCTURAL	S1102	TRASH ENCLOSURE
STRUCTURAL	S1103	SITE DETAILS
STRUCTURAL	S2111A	BUILDING A - FOUNDATION PLAN
STRUCTURAL	S2711A	BUILDING A - CEILING FRAMING PLAN
STRUCTURAL	S2811A	BUILDING A - LOW ROOF FRAMING PLAN
STRUCTURAL	S2812A	BUILDING A ROOF FRAMING PLAN
STRUCTURAL	53201A	BUILDING A - FRAME ELEVATION
STRUCTURAL	S9101A	BUILDING A - SCHEDULES
STRUCTURAL	S2111B	BUILDING B - FOUNDATION PLAN
STRUCTURAL	S2711B	BUILDING B - CEILING FRAMING PLAN
STRUCTURAL	S2811B	BUILDING B - LOW ROOF FRAMING PLAN
STRUCTURAL	S2812B	BUILDING B - ROOF FRAMING PLAN
STRUCTURAL	S3201B	BUILDING B - FRAME ELEVATIONS
STRUCTURAL	S9101B	BUILDING B - SCHEDULES
STRUCTURAL	S2111C	BUILDING C - FOUNDATION PLAN
STRUCTURAL	S2112C	BUILDING C - FOUNDATION PLAN SOUTH
STRUCTURAL	S2311C	BUILDING C - FLOOR FRAMIING PLAN - NORTH
STRUCTURAL	S2312C	BUILDING C - FLOOR FRAMING PLAN - SOUTH
STRUCTURAL	S2711C	BUILDING C - FIRST FLOOR CEIING FRAMING PLAN - NORTH
STRUCTURAL	S2712C	BUILDING C - FIRST FLOOR CEILING FRAMING PLAN - SOUTH
STRUCTURAL	S2713C	BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - NORTH
STRUCTURAL	S2714C	BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - SOUTH
STRUCTURAL	S2811C	BUILDING C - ROOF FRAMING PLAN - NORTH
STRUCTURAL	S2812C	BUILDING C - ROOF FRAMING PLAN - SOUTH
STRUCTURAL	S3201C	BUILDING C - FRAI\/IE ELEVATIONS
STRUCTURAL	S3202C	BUILDING C - FRAME ELEVATIONS
STRUCTURAL	S9101C	BUILDING C - SCHEDULES
STRUCTURAL	S5001	STAIR FRAMING AND DETAILS
STRUCTURAL	S5002	STRUCTURAL DETAILS
STRUCTURAL	S8011	TYP. FOUNDATION DETAILS
STRUCTURAL	S8012	FOUNDATION DETAILS
STRUCTURAL	S8013	FOUNDATION DETAILS
STRUCTURAL	S8111	DECK DETAILS
STRUCTURAL	S8112	FRAMING DETAILS
STRUCTURAL	S8113	FRAMING DETAILS
STRUCTURAL	S8114	FRAMING DETAILS
STRUCTURAL	S8211	STEEL DETAILS
STRUCTURAL	S8212	W.S.M.F. DETAILS
STRUCTURAL	S8213	SIMPSON YIELD LINK DET
STRUCTURAL	S8311	AIL LIGHT GAGE DETAILS
STRUCTURAL	S8312	LIGHT GAGE DETAILS
STRUCTURAL	S8313	STRUCTURAL DETAILS
STRUCTURAL	58314	LIGHT GAGE DETAILS

STRUCTURAL	S8411	STRUCTURAL DETAILS SPRINKLER BRACING
PLUMBING	P1001	PLUMBING GENERAL NOTES, ABBREVIATIONS, & SHEET INDEX
PLUMBING	P1002	PLUMBING SIZING CALCULATIONS
PLUMBING	P1003	PLUMBING SCHEDULES
PLUMBING	FP1004	FIRE PROTECTION SITE PLAN
PLUMBING	P1004	PLUMBING SITE PLAN
PLUMBING	P2311A	BUILDING A - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312A	BUILDING A - SANITARY FLOOR PLAN - LEVEL 1
PLUMBING	P2313A	BUILDING A - PLUMBING ENLARGED PLANS
PLUMBING	P2314A	BUILDING A - PLUMBING ROOF PLAN
PLUMBING	F2311A	BUILDING A - FIRE PROTECTION PLAN
PLUMBING	P2311B	BUILDING B - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312B	BUILDING B - SANITARY FLOOR PLAN - LEVEL 1
PLUMBING	P2313B	BUILDING B - PLUMBING ENLARGEB PLANS
PLUMBING	P2314B	BUILDING B - KITCHEN ENLARGED PLANS
PLUMBING	P2315B	BUILDING B - PLUMBING ROOF PLAN
PLUMBING	F2311B	BUILDING B - FIRE PROTECTION PLAN
PLUMBING	P2311C	BUILDING C - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312C	BUILDING C - DOMESTIC WATER FLOOR PLAN - LEVEL 2
PLUMBING	P2313C	BUILDING C - DOMESTIC WATER ENLARGED PLANS
PLUMBING	P2321C	BUILDING C - SANITARY PLAN - LEVEL 1
PLUMBING	P2322C	BUILDING C - SANITARY PLAN - LEVEL 2
PLUMBING	P2323C	BUILDING C - SANITARY ENLARGED PLANS
PLUMBING	P2324C	BUILDING C - PLUMBING ROOF PLAN
PLUMBING	F2311C	BUILDING C - FIRE PROTECTION - LEVEL 1
PLUMBING	F2312C	BUILDING C - FIRE PROTECTION - LEVEL 2
PLUMBING	P4101	PLUMBING DETAILS
PLUMBING	P4102	PLUMBING DETAILS
PLUMBING	P4103	PLUMBING DETAILS
PLUMBING	P4104	SITE GAS RISERS DIAGRAM
PLUMBING	FP4101	FIRE PROTECTION DETAILS
PLUMBING	FP4102	FIRE PROTECTION
MECHANICAL	M1001	GENERAL NOTES
MECHANICAL	M1002	SYMBOLS & ABBREVIATIONS
MECHANICAL	M1003	MECHANICAL SCHEDULE
MECHANICAL	M1004	MECHANICAL SCHEDULE
MECHANICAL	M2311A	BUILDING A - MECHANICAL FLOOR PLAN
MECHANICAL	M2312A	BUILDING A - REFRIGERATION PIPING FIRST FLOOR PLAN
MECHANICAL	M2321A	BUILDING A - MECHANICAL ROOF PLAN
MECHANICAL	M2311B	BUILDING B - MECHANICAL FLOOR PLAN
MECHANICAL	M2321B	BUILDING B- MECHANICAL ROOF PLAN
MECHANICAL	M2322B	BUILDING B- MECHANICAL 3D SECTIONS
MECHANICAL	M2311C	BUILDING C - MECHANICAL FLOOR PLAN - LEVEL 1
MECHANICAL	M2321C	BUILDING C - MECHANICAL FLOOR PLAN - LEVEL 2

MECHANICAL	M2322C	BUILDING C - TYPICAL ENLARGED CLASSROOM MECHANICAL PLAN
MECHANICAL	M3101	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3102	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3103	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3104	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3105	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3106	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3107	CLASSROOI\/I BLDG VRF SYSTEM
MECHANICAL	M3108	ADMIN BLDG VBF SYSTEM
MECHANICAL	M4101	MECHANICAL DETAILS
MECHANICAL	M4102	MECHANICAL DETAILS
MECHANICAL	M4103	MECHANICAL DETAILS
MECHANICAL	M4104	MECHANICAL DETAILS
MECHANICAL	M4105	MECHANICAL DETAILS
MECHANICAL	M4106	MECHANICAL DETAILS
MECHANICAL	M4107	MECHANICAL DETAILS
MECHANICAL	M4108	I\/IECHANICAL DETAILS
MECHANICAL	IVI5101	WEST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5102	WEST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5103	EAST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5104	EAST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5105	NORTH CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5106	NORTH CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5107	MEDIA CENTER BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5108	MEDIA CENTER BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5109	MPR BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5110	MPR BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5111	ADMINISTRATION BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5112	ADMINISTRATION BLDG T24 COMPLIANCE REPORT
ELECTRICAL	E0001	GENERAL NOTES, ABBREVIATIONS, & SHEET INDEX
ELECTRICAL	E0002	ELECTRICAL SYMBOL LIST
ELECTRICAL	E0003	FIRE ALARM SYMBOL LIST6
ELECTRICAL	E0004	LIGHTING FIXTURE SCHEDULE
ELECTRICAL	E0005	CABLE SCHEDULE
ELECTRICAL	E0006	MECHANICAL SCHEDULE
ELECTRICAL	E1001	SITE LIGHTING PLAN
ELECTRICAL	E1002	SITE LIGHTING CALC NORMAL PLAN
ELECTRICAL	E1003	SITE LIGHTING CALC EGRESS PLAN
ELECTRICAL	E1004	SITE POWER PLAN
ELECTRICAL	E1005	SITE SIGNAL PLAN
ELECTRICAL	E2311A	BUILDING A FIRST FLOOR POWER PLAN
ELECTRICAL	E2321A	BUILDING A - ROOF POWER PLAN
ELECTRICAL	E2411A	BUILDING A FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2511A	BUILDING A - FIRST FLOOR SIGNAL PLAN

ELECTRICAL	E2711A	BUILDING A - FIRST FLOOR LIGHTING PLAN
ELECTRICAL	E2712A	BUILDING A - FIRST FLOOR LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713A	BUILDING A - FIRST FLORR LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011A	BUILDING A - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E2311B	BUILDING B - FIRST FLOOR POWER PLAN
ELECTRICAL	E2321B	BUILDING B - ROOF POWER PLAN
ELECTRICAL	E2411B	BUILDING B FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2511B	BUILDING B - FIRST FLOOR SIGNAL PLAN
ELECTRICAL	E2711B	BUILDING B - FIRST FLOOR LIGHTING PLAN
ELECTRICAL	E2712B	BUILDING B - LIGHTING CLAC NORMAL PLAN
ELECTRICAL	E2713B	BUILDING B - FIRST FLOOR LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011B	BUILDING B - ENLARGED FOOD SERVICE PLAN
ELECTRICAL	E5012B	BUILDING B - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E2311C	BUILDING C - LEVEL 1 POWER PLAN
ELECTRICAL	E2321C	BUILDING C - LEVEL 2 POWER PLAN
ELECTRICAL	E2411C	BUILDING C - FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2421C	BUILDING C - LEVEL 2 FIRE ALARM PLAN
ELECTRICAL	E2511C	BUILDING C - LEVEL 1 SIGNAL PLAN
ELECTRICAL	E2521C	BUILDING C - LEVEL 2 SIGNAL PLAN
ELECTRICAL	E2711C	BUILDING C - LEVEL 1 LIGHTING PLAN
ELECTRICAL	E2712C	BUILDING C - LEVEL 1 LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713C	BUILDING C - LEVEL 1 LIGHTING CALC EGRESS PLAN
ELECTRICAL	E2721C	BUILDING C - LEVEL 2 LIGHTING PLAN
ELECTRICAL	E2722C	BUILDING C - LEVEL 2 LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2723C	BUILDING C - LEVEL 2 LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011C	BUILDING C - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E4001	SINGLE LINE DIAGRAM
ELECTRICAL	E4002	SIGNAL & SECURITY SYSTEM BLOCK RISER DIAGRAM
ELECTRICAL	E4003	SIGNAL RISER DIAGRAM
ELECTRICAL	E4004	SECURITY SYSTEM RISER DIAGRAM
ELECTRICAL	E4005	TYPICAL CLASSROOM AV RISER DIAGRAM
ELECTRICAL	E4006	FIRE ALARM RISER DIAGRAM
ELECTRICAL	E4007	FIRE ALARM VOLTAGE DROP CALCULATIONS
ELECTRICAL	E4008	FIRE ALARM BATTERY CALCULATIONS
ELECTRICAL	E8001	ELECTRICAL DETAILS - MOUNTING
ELECTRICAL	E8002	ELECTRICAL DETAILS - MOUNTING
ELECTRICAL	E8003	ELECTRICAL DETAILS - PENETRATION
ELECTRICAL	EB004	ELECTRICAL DETAILS - GROUNDING
ELECTRICAL	E8005	ELECTRICAL DETAILS - LIGHTING
ELECTRICAL	E8006	ELECTRICAL DETAILS - LIGHTING
ELECTRICAL	E8007	ELEGTRICAL DETAILS – FIRE ALARM
ELECTRICAL	E8008	ELECTRICAL DETAILS - FIRE ALARM
ELECTRICAL	E8009	ELECTRICAL DETAILS - MISCELLANEOUS
ELECTRICAL	E8010	ELECTRICAL DETAILS - SIGNAL

ELECTRICAL	E9001A	BUILDING A - PANEL SCHEDULES
ELECTRICAL	E9002A	BUILDING A - PANEL SCHEDULES
ELECTRICAL	E9001B	BUILDING B - PANEL SCHEDULES
ELECTRICAL	E9002B	BUILDING B - PANEL SCHEDULES
ELECTRICAL	E9001C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9002C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9003C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9101	SITE TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9102	BUILDING A - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9103	BUILDING A - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9104	BUILDING B - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9105	BUILDING B - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9106	BUILDING C - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9107	BUILDING C - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9108	ELECTRICAL POWER DISTRIBUTION TITLE 24 COMPLIANCE FORMS
FOOD SERVICES	FS-100B	BUILDING B - SYMBOLS, NOTES, & INDEX
FOOD SERVICES	FS-101B	BUILDING B - EQUIPMENT FLOOR PLAN
FOOD SERVICES	FS-102B	BUILDING B - EQUIPI\/IENT ROOF PLAN
FOOD SERVICES	FS-201B	BUILDING B - EQUIPMENT SCHEDULE
FOOD SERVICES	FS-301B	BUILDING B - PLUMBING PLAN
FOOD SERVICES	FS-401B	BUILDING B - ELECTRICAL PLAN
FOOD SERVICES	FS-501B	BUILDING B - REFRIGERATION & CONDUIT PLAN
FOOD SERVICES	FS-502B	BUILDING B - REFRIGERATION DETAILS
FOOD SERVICES	FS-601B	BUILDING B - BUILDING WORKS & EXHAUST PLAN
FOOD SERVICES	FS-602B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-603B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-604B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-605B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-701B	EQUIPMENT
FOOD SERVICES	FS-801B	BUILDING B - CONSTRUCTION DETAILS
FOOD SERVICES	FS-802B	SMACNA DETAILS
FOOD SERVICES	FS-803B	EQUIPMENT SECTIONS

3. DSA-103, List of Required Structural Tests and Special Inspections - 2016 CBC, 7 pages.

4. As-Builts & Food Service Drawings

   A. 1990-11-16 BFGC Mod + Asbuilt, 75 pages.

   B. 2003-03-24 Interim Portables, 16 pages.

   C. 2006-12-21 MA Mod Record, 92 pages.

   D. 2009-09 FA Drawings Non-DSA, 10 pages.

   E. Rose ES Drawings_Health Department II-20190515, 70 pages.

   F. Rose ES Health Department Permit to construct, 6 pages.

   G. Rose Ave ES Tract 4884 - La Puerta Wet Utility Plans 1993 8 pages.

5. Geotechnical & Haz Materials Reports

   A. ATC Hazardous Materials Survey Report Rose 2017-10-19, 238 pages.

   B. CTE Rose Elementary School Geotech Report 2017-9-17, 314 pages.

   C. CTE Rose Elementary School Geotech Report 2018-9-26, 63 pages.

   D. CTE Rose Elementary School Geotech Report_r1 2017-11-27, 218 pages.

   E. Rincon Consultants Environ Site Assessment Phase 1 Rose Avenue Elementary 2018-10-16, 701 pages.

   F. Rincon Consultants Environ Site Assessment Rose Ave. Phase I Addendum 2019-01-23, 290 pages.

6. Sketches

   A. SK-1 Daktronics GS6 Elevation, 9 pages.

   B. SK-2 Classroom FrontRow AV Diagram, issued in Addendum 5C, 1 page.

   C. SK-3 Phillips 65 inch tv, issued in Addendum 5C, 3 pages.

D. SK-4 WAP Ruckus R550 – Classroom Locations with T-Grid Kit, issued in Addendum 5C, 19 pages.

E. SK-5 WAP Ruckus R750 – MPR Locations, issued in Addendum 5C, 6 pages.

F. SK-6 WAP Ruckus T750 – Exterior Locations, Issued in Addendum 5C, 5 pages.

7. Stormwater Pollution Prevention Plan (SWPPP) prepared by Incompli dated 7/7/21, issued in Addenda 7C, 503 pages.

8. Logistics Plan & Safety Plan

A. Rose Ave ES Hardscape Phasing Plan, 1 page.

B. Rose Ave ES Logistics Plan Phase 1, issued in Addendum 6C, 1 page.

C. Rose Ave ES Logistics Plan Phase 1a, issued in Addendum 6C, 1 page.

D. Rose Ave ES Logistics Plan Phase 2, issued in Addendum 6C, 1 page.

E. Rose Ave ES Safety Plan, 1 page.

F. Rose Ave ES Stair Tower Logistics Plan, 1 page.

9. Addenda

A. Addendum 1A 2021-06-16, 77 pages.

B. Addendum 1B 2021-06-16, 75 pages.

C. Addendum 1C 2021-06-16, 54 pages.

D. Addendum 2 2021-06-24, 93 pages.

E. Addendum 3A 2021-07-08, 219 pages.

F. Addendum 3B 2021-07-08, 108 pages.

G. Addendum 3C 2021-07-01, 34 pages.

H. Addendum 4C 2021-07-02, 5 pages.

I. Addendum 5C 2021-07-07, 40 pages.

J. Addendum 6C 2021-07-08, 51 pages.

K. Addendum 7C 2021-07-09, 500 pages.

L. Addendum 8C 2021-07-12, 3 pages.

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

EXHIBIT B

See Site Lease Agreement #17-159 previously executed on November 17, 2017

Oxnard School District

PURCHASE ORDER
NO: P18-02547
DATE 11/07/2017

Phone: (805) 385-1501 x2412 or 2413 Fax: (805) 240-7582

SHIP TO:
Facilities
1055 S C STREET
OXNARD, CA 93030-7442

Vendor Phone: FAX:
BALFOUR BEATTY CONST. LLC
10620 TREENA STREET, #300
SAN DIEGO, CA 92131

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

Customer Acct #:

ORDER LOCATION	Emailed	Faxed	Mailed	VENDOR #	REQUISITIONER	REQUISITION #
630 - Facilities				006237/1	Lisa Franz	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	219,000.00	$219,000.00
			ACCOUNT DISTRIBUTION	AMOUNT	
			(050184) 214-6270-9010-0-0000-8500-058-600-0058-0	$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

FILE

#17-158

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of September, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 South Driskill Street, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant

to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.

F. **Project**. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.

G. **Project Manual**. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.

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

I. **Site Lease**. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

J. **Specifications**. The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

K. **Subcontractor**. As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

L. **Sublease**. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Two Hundred Nineteen Thousand Dollars and No Cents ($219,000.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Two Hundred Nineteen Thousand Dollars and No Cents ($219,000.00)**, (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the

Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

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

construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.

F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.

G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.

I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

performed by, Contractor in connection with such shallow water table and with encountering water when digging.

C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign _____ as Project Manager/Superintendent for the Project. So long as _____ remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable

replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.

B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC
10620 Treena St., Suite 300
San Diego, CA 92131
Attn: Dennis Kuykendall

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
1901 South Victoria Avenue, Suite 106
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

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.

#17-158

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

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

of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.

C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.

D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR

Balfour Beatty Construction, LLC
10620 Treena St., Suite 300
San Diego, CA 92131

By: _____
Brian Cahill
Name/Title: President, California Division

Date: October 11th, 2017

THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, CA 93030

By: Lisa A. Franz

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:** November 05, 2025

Agenda Section: Section C: Consent Agenda

Approval of Partial Release of Retention Funds for Phase 1 Construction for Construction Services Agreement #17-158 with Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Pifko/Bennett/CFW)

The District's Master Construct Program adopted by the Board in January 2017 identified Rose Avenue Elementary School as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment, as well as the need for construction of a library/media center.

The Board approved the negotiated GMP and the Amendment No 001 to the Lease Agreement as executed in the Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Balfour Beatty Construction to complete the Work identified in IBI's architectural drawings for the Rose Ave Elementary School Reconstruction Project on September 22, 2021.

The "GMP" for the Project is Forty-Seven Million One Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents ($47,178,393.00). The GMP also consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-five Thousand Forty-Two Dollars and No Cents ($1,695,042.00), (2) Sublease Payments in the amount of $173,660 per month for 12 months for a total lease value of Two Million Eighty-Three Thousand Nine Hundred Twenty Dollars and No Cents ($2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease. There are also Allowances included in the GMP for specific purposes. The total Allowances are in the amount of Five Hundred Thousand Dollars and No Cents ($500,000.00).

The project consists of two Phases of Construction. Phase 1 of the project is the construction of the new campus and associated parking lots. Phase 2 of the project consists of the demolition of the old Rose Avenue Campus and construction of new playground amenities and fields. The District has occupied Phase of the Project since school began on August 19, 2025. The Contractor is requesting a partial retention funds for sub-contractors who are not involved in Phase 2 for the project due to District occupancy and usage of the new school.

We are seeking Board Approval of the Partial Release of Retention Funds for Phase 1 Construction of the Project. This approval will allow for partial retention release for those sub-contractors not associated with Phase 2 of the Project.

FISCAL IMPACT:
None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve partial retention release for Phase 1 Construction Services with Balfour Beatty Contractors, LLC for the Rose Avenue Elementary School Reconstruction.

ADDITIONAL MATERIALS:

Attached: Request for Retention Release (1 Page)
Amendment #1 (21 Pages)
Agreement #17-158, Balfour Beatty Contractors, LLC (24 Pages)

Balfour Beatty

Gerald Schober
CFW, Inc.
521 N. 1st Avenue
Arcadia, California 91006

Re: **Notice # - Request for Release of Retention – Phase I Subcontractors with No Remaining Scope in Phase II**
Project: Rose Ave. Elem School Reconstruction

Dear Gerald Schober:

In accordance with Section 8.4.2 and as a follow-up to the request made on December 11, 2024, Balfour Beatty formally request the **release of retention funds** for the following **Phase I subcontractors** who have **completed all contractual obligations** and have **no remaining scope of work under Phase II** of the project:

- Montgomery Hardware
- Smith Mechanical-Electrical-Plumbing
- Donald M. Hoover Company
- Elite Glass Enterprise Inc.
- Inland Building Construction – BP-3 Structural Concrete & BP-15 Specialties
- Progressive Surface Solutions LLC
- CAM Painting, Inc.
- Southcoast Acoustical Interiors
- Best Contracting Services, Inc.
- Pre Con Industries , Inc.
- Marina Landscape Inc.
- Stolo Cabinets
- Trimark Raygal LLC
- Commercial Roofing Systems, Inc.
- Boneso Brothers Construction
- Ironman, Inc.
- RCM Fire Protection, Inc.
- Dazzling Designs LLC
- John S. Bascom Inc.
- SR Bray LLC dba Power Plus

We confirm that all required documentation per Section 8.4.2—including lien releases, certifications of payment, warranties, and other closeout submittals—will be or have been provided to meet the District's conditions precedent for disbursement of Final Payment and associated retention.
We respectfully request the District's review and approval to process the release of retention for the subcontractors listed above, as they have fulfilled their obligations in Phase I and are not contractually engaged in Phase II scope. Please confirm any additional documentation or steps required to complete this request. We appreciate your continued cooperation in facilitating project closeout and compliance with contractual terms.

Sincerely,
Balfour Beatty Construction, LLC

Rafael Alamillo
Senior Project Manager

Cc: Kuykendall, Dennis, Garcia, Alex, Carbajal, Filbert,DeGenna, Anabolena, Kristen Pifko, Scott Burkett, Gerald Schober , Ruben Ruiz, Kanani, Janvi, Timothy Hoyt

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

The Lease Leaseback Agreement ("Agreement") entered into on November 17th, 2017, by and between the Oxnard School District ("District") and Balfour Beatty Construction, LLC, ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #17-158 that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained LLB Contractor to provide preconstruction and constructionservices for the Rose Avenue Elementary School Reconstruction ("Project") for the District's Master Construct and Implementation Program;

WHEREAS, the District operates Rose Avenue Elementary, located at 220 S. Driskill Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Balfour Beatty Construction to construct thru the completion and occupancy of the new school;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed withconstruction;

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

AMENDMENT

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

H. Site. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit B** attachedhereto to the Site Lease.

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

The "GMP" for the Project shall be **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents ($41,678,393.00)**. The GMP consists of (1) a Contractor Contingency in the amount of **One Million Six Hundred Ninety-five Thousand Fourty-Two Dollars and No Cents ($1,695,042.00)**, and, (2) Sublease Payments in the amount of **$173,660** per month for **12** months for a total lease value of **Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents ($2,083,920.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto.

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

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign **Leon Cavallo** as Project Manager/Superintendent for the Project. So long as **Leon Cavallo** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

APPROVED:

Balfour Beatty Construction, LLC:

Signature

Brian H. Cahill President, California Division
Typed Name/Title

09/28/2021
Date

OXNARD SCHOOL DISTRICT:

Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

10-7-2021
Date

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

EXHIBIT A

Scope of Work

DRAWINGS

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

PROJECT DESCRIPTION

CONSTRUCTION OF A NEW SCHOOL ON THE EXISTING SCHOOL PLAY FIELD, MULTIPLE BUILDINGS FOR KINDERGARTEN, CLASSROOMS, MULTI-PURPOSE BUILDING, ADMINISTRATION, LEARNING RESOURCE CENTER, AND BOTH ON AND OFF-SITE IMPROVEMENTS.

The Project will be completed in two (2) Phases over a nineteen (19) month duration. **Phase 1,** (construction of new campus facilities), shall commence in November 2021 and be completed in February 2023. **Phase 2,** (demolition of the existing campus and completion of the new sports field and related equipment shall commence February 2023 and be completed in June 2023. A total duration of four hundred and sixty (460) Calendar Days. The total Guaranteed Maximum Price (GMP) for the Rose Ave E.S. Reconstruction Project shall be: **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents ($41,678,393.00).**

Contract Documents Listed

1. **Specifications**

Division	Number	Description
01 - General Requirements	01 11 00	Summary of Work
01 - General Requirements	01 23 00	Alternates
01 - General Requirements	01 25 00	Substitution Procedures
		Substitution Request Form - For Use During Bidding
		Substitution Request Form - For Use During Construction
		Substitution Warranty Form
01 - General Requirements	01 26 00	Contract Modification Procedures
01 - General Requirements	01 29 00	Payment Procedures
01 - General Requirements	01 31 00	Project Management and Coordination
01 - General Requirements	01 31 24	Building Information Modeling (BIM) Coordination
01 - General Requirements	01 32 00	Construction Progress Documentation
01 - General Requirements	01 33 00	Submittal Procedures
01 - General Requirements	01 41 00	Regulatory Requirements

01 - General Requirements	01 42 00	Definitions and References
01 - General Requirements	01 43 00	Quality Assurance
01 - General Requirements	01 50 00	Temporary Facilities and Controls
01 - General Requirements	01 56 39	Temporary Tree and Plant Protection
01 - General Requirements	01 60 00	Product Requirements
01 - General Requirements	01 70 00	Field Engineering and Execution Requirements
01 - General Requirements	01 73 29	Cutting and Patching
01 - General Requirements	01 74 16	Storm Water Pollution Prevention Plan
01 - General Requirements	01 74 19	Construction Waste Management and Disposal
01 - General Requirements	01 77 00	Closeout Procedures
01 - General Requirements	01 78 23	Operation and Maintenance Data
01 - General Requirements	01 78 39	Project Record Documents
01 - General Requirements	01 79 00	Demonstration and Training
01 - General Requirements	01 81 19	Indoor Air-Quality Requirements
02 - Existing Conditions	02 41 13	Site Demolition
02 - Existing Conditions	02 41 16	Building Demolition
03 - Concrete	03 05 05	Concrete Sealer
03 - Concrete	03 30 00	Cast-In-Place Concrete
03 - Concrete	03 30 05	Underslab Vapor Barrier
03 - Concrete	03 52 00	Concrete Topping
04 - Masonry	04 22 00	Concrete Unit Masonry
05- Metals	05 12 00	Structural Steel Framing
05- Metals	05 12 13	Architecturally Exposed Structural Steel Framing
05- Metals	05 31 00	Steel Decking
05- Metals	05 40 00	Cold-Formed Metal Framing
05- Metals	05 50 00	Metal Fabrications
05- Metals	05 51 00	Metal Stairs
06 - Woods, Plastics, and Composites	06 16 43	Glass-Mat Gypsum Sheathing
06 - Woods, Plastics, and Composites	06 20 00	Finish Carpentry
06 - Woods, Plastics, and Composites	06 41 00	Architectural Wood Cabinets
06 - Woods, Plastics, and Composites	06 83 16	Fiberglass-Reinforced Plastic Paneling
07 - Thermal and Moisture Protection	07 13 26	Self-Adhering Sheet Waterproofing
07 - Thermal and Moisture Protection	07 13 30	Pre-Applied Sheet Waterproofing
07 - Thermal and Moisture Protection	07 18 13	Traffic Coating
07 - Thermal and Moisture Protection	07 21 13	Rigid Foam Board Insulation

07 - Thermal and Moisture Protection	07 21 16	Blanket Insulation
07 - Thermal and Moisture Protection	07 27 19	Weather-Resistive Sheet Barrier System
07 - Thermal and Moisture Protection	07 42 13	Formed Metal Wall Panels
07 - Thermal and Moisture Protection	07 42 46	Fiber-Cement Wall Panels
07 - Thermal and Moisture Protection	07 46 46	Fiber-Cement Siding
07 - Thermal and Moisture Protection	07 54 13	Tripolymer Alloy Roofing
07 - Thermal and Moisture Protection	07 62 00	Sheet Metal Flashing and Trim
07 - Thermal and Moisture Protection	07 65 00	Flexible Flashing
07 - Thermal and Moisture Protection	07 71 29	Manufactured Roof Expansion Joints
07 - Thermal and Moisture Protection	07 72 00	Roof Accessories
07 - Thermal and Moisture Protection	07 84 13	Penetration Firestopping
07 - Thermal and Moisture Protection	07 84 43	Joint Firestopping
07 - Thermal and Moisture Protection	07 92 00	Joint Sealants
07 - Thermal and Moisture Protection	07 95 13	Expansion Joint Cover Assemblies
08 - Openings	08 11 13	Hollow-Metal Doors and Frames
08 - Openings	08 14 16	Flush Wood Doors
08 - Openings	08 31 13	Access Doors and Frames
08 - Openings	08 33 13	Overhead Coiling Counter Door
08 - Openings	08 41 13	Glazed Aluminum Entrances and Storefronts
08 - Openings	08 44 13	Glazed Aluminum Curtain Walls
08 - Openings	08 51 13	Aluminum Windows
08 - Openings	08 71 00	Door Hardware
08 - Openings	08 81 00	Glass Glazing
08 - Openings	08 91 00	Louvers
09 - Finishes	09 06 00	Colors and Finishes
09 - Finishes	09 21 16	Gypsum Board Shaft-Wall Assemblies
09 - Finishes	09 24 00	Portland Cement Plaster
09 - Finishes	09 28 16	Glass-Mat-Faced Gypsum Backing Board
09 - Finishes	09 29 00	Gypsum Board
09 - Finishes	09 30 00	Ceramic Tile

09 - Finishes	09 51 13	Suspended Lay-In Panel Ceilings
09 - Finishes	09 65 00	Resilient Flooring
09 - Finishes	09 65 13	Resilient Base and Accessories
09 - Finishes	09 65 66	Resilient Athletic Flooring
09 - Finishes	09 68 13	Tile Carpeting
09 - Finishes	09 77 13	Stretched-Fabric Wall System
09 - Finishes	09 77 21	Vinyl-Wrapped Panels
09 - Finishes	09 81 16	Acoustical Blanket Insulation
09 - Finishes	09 91 00	Painting
09 - Finishes	09 96 23	Graffiti-Resistant Treatment
10 - Specialties	10 11 00	Visual Display Units
10 - Specialties	10 14 00	Signage
10 - Specialties	10 14 63	Electronic Message Sign
10 - Specialties	10 21 13	Solid-Plastic Toilet Compartments
10 - Specialties	10 26 10	Wall Protection
10 - Specialties	10 28 00	Toilet Accessories
10 - Specialties	10 44 13	Fire Protection Cabinets
10 - Specialties	10 44 16	Fire Extinguishers
10 - Specialties	10 51 13	Metal Lockers
10 - Specialties	10 75 00	Flagpole
11 - Equipment	11 40 00	Food Service Equipment
11 - Equipment	11 52 14	Rear Projection Screen
11 - Equipment	11 52 23	Audio-Visual Equipment Supports
11 - Equipment	11 66 23	Gymnasium Equipment
11 - Equipment	11 68 16	Play Structures
11 - Equipment	11 68 23	Exterior Court Athletic Equipment
12 - Furnishings	12 24 13	Roller Shades
14 - Conveying Equipment	14 24 25	Holeless Hydraulic Passenger Elevator
21 - Fire Suppression	21 20 00	Fire Suppression Systems
22 - Plumbing	22 05 00	Common Work Results for Plumbing
22 - Plumbing	22 05 13	Basic Plumbing Materials and Methods
22 - Plumbing	22 05 53	Plumbing Identification
22 - Plumbing	22 07 00	Plumbing Insulation
22 - Plumbing	22 07 20	Lavatory Pipe Covers
22 - Plumbing	22 10 00	Plumbing
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 00	Common Work Results for HVAC
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 13	Basic HVAC Materials and Methods
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 48	HVAC Sound, Vibration, and Seismic Control
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 53	HVAC Identification

23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 07 00	HVAC Insulation
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 00	HVAC Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 13	Environmental Controls and Energy Management Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 09 23	Environmental Controls and Energy Management Systems
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 30 00	Air Distribution
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 38 13	Kitchen Ventilation System
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 80 00	Heating, Ventilating, and Air Conditioning Equipment
26 - Electrical	26 05 00	Common Work Results for Electrical
26 - Electrical	26 05 13	Basic Electrical Materials and Methods
26 - Electrical	26 05 19	Low-Voltage Wires (600 Volt AC)
26 - Electrical	26 05 26	Grounding and Bonding
26 - Electrical	26 05 33	Raceways, Boxes, Fittings, and Supports
26 - Electrical	26 08 00	Electrical Systems Commissioning
26 - Electrical	26 09 23	Lighting Control Systems
26 - Electrical	26 10 00	Service Entrance
26 - Electrical	26 22 00	Low-Voltage Transformers
26 - Electrical	26 24 13	Switchboards
26 - Electrical	26 24 16	Panelboards and Signal Terminal Cabinets
26 - Electrical	26 50 00	Lighting
26 - Electrical	26 52 00	Emergency Power Systems
27 - Communications	27 05 36	Cable Trays for Communication
27 - Communications	27 10 00	Structured Cabling System (SCS)
27 - Communications	27 30 00	Area of Refuge/Elevator Landing - Two-Way Communication System
27 - Communications	27 51 16	Public Address/Clock System
27 - Communications	27 51 23.50	Assistive Listening System
28 - Electronic Safety and Security	28 16 00	Intrusion Alarm System
28 - Electronic Safety and Security	28 23 00	Video Surveillance (CCTV) System
28 - Electronic Safety and Security	28 31 00	Fire Detection and Alarm System
31 - Earthwork	31 10 00	Site Clearing
31 - Earthwork	31 20 00	Earthwork
31 - Earthwork	31 22 19	Finish Grading
32 - Exterior Improvements	32 12 16	Hot-Mix Asphalt Paving
32 - Exterior Improvements	32 13 13	Site Concrete
32 - Exterior Improvements	32 13 43	Pervious Concrete Pavement
32 - Exterior Improvements	32 13 73	Concrete Paving Joint Sealants

32 - Exterior Improvements	32 14 13	Precast Concrete Unit Pavers
32 - Exterior Improvements	32 15 40	Granular Surfacing
32 - Exterior Improvements	32 17 13	Wheelstops
32 - Exterior Improvements	32 17 23	Pavement Markings
32 - Exterior Improvements	32 17 26	Tactile Warning Surfaces
32 - Exterior Improvements	32 18 16	Resilient Surfacing
32 - Exterior Improvements	32 31 13	Chain-Link Fences and Gates
32 - Exterior Improvements	32 31 19	Decorative Metal Fences and Gates
32 - Exterior Improvements	32 33 00	Site Furnishings
32 - Exterior Improvements	32 80 00	Landscape Irrigation
32 - Exterior Improvements	32 90 00	Landscape Planting
32 - Exterior Improvements	32 92 00	Turf Sodding
32 - Exterior Improvements	32 93 00	Turf Hydroseeding
33 - Utilities	33 11 00	Site Water Distribution
33 - Utilities	33 31 00	Site Sanitary Sewerage
33 - Utilities	33 41 00	Site Storm Drainage
33 - Utilities	33 46 16	Subdrainage

2. Drawings

Discipline	Drawing No.	Drawing Title
GENERAL	G0000	COVER SHEET
GENERAL	G1000	GENERAL NOTES
GENERAL	G1001	CALGREEN CODE
GENERAL	G1002	CALGREEN CODE
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3. DSA-103, List of Required Structural Tests and Special Inspections - 2016 CBC, 7 pages.

4. As-Builts & Food Service Drawings

   A. 1990-11-16 BFGC Mod + Asbuilt, 75 pages.

   B. 2003-03-24 Interim Portables, 16 pages.

   C. 2006-12-21 MA Mod Record, 92 pages.

   D. 2009-09 FA Drawings Non-DSA, 10 pages.

   E. Rose ES Drawings_Health Department II-20190515, 70 pages.

   F. Rose ES Health Department Permit to construct, 6 pages.

   G. Rose Ave ES Tract 4884 - La Puerta Wet Utility Plans 1993 8 pages.

5. Geotechnical & Haz Materials Reports

   A. ATC Hazardous Materials Survey Report Rose 2017-10-19, 238 pages.

   B. CTE Rose Elementary School Geotech Report 2017-9-17, 314 pages.

   C. CTE Rose Elementary School Geotech Report 2018-9-26, 63 pages.

   D. CTE Rose Elementary School Geotech Report_r1 2017-11-27, 218 pages.

   E. Rincon Consultants Environ Site Assessment Phase 1 Rose Avenue Elementary 2018-10-16, 701 pages.

   F. Rincon Consultants Environ Site Assessment Rose Ave. Phase I Addendum 2019-01-23, 290 pages.

6. Sketches

   A. SK-1 Daktronics GS6 Elevation, 9 pages.

   B. SK-2 Classroom FrontRow AV Diagram, issued in Addendum 5C, 1 page.

   C. SK-3 Phillips 65 inch tv, issued in Addendum 5C, 3 pages.

D. SK-4 WAP Ruckus R550 – Classroom Locations with T-Grid Kit, issued in Addendum 5C, 19 pages.

E. SK-5 WAP Ruckus R750 – MPR Locations, issued in Addendum 5C, 6 pages.

F. SK-6 WAP Ruckus T750 – Exterior Locations, Issued in Addendum 5C, 5 pages.

7. Stormwater Pollution Prevention Plan (SWPPP) prepared by Incompli dated 7/7/21, issued in Addenda 7C, 503 pages.

8. Logistics Plan & Safety Plan

A. Rose Ave ES Hardscape Phasing Plan, 1 page.

B. Rose Ave ES Logistics Plan Phase 1, issued in Addendum 6C, 1 page.

C. Rose Ave ES Logistics Plan Phase 1a, issued in Addendum 6C, 1 page.

D. Rose Ave ES Logistics Plan Phase 2, issued in Addendum 6C, 1 page.

E. Rose Ave ES Safety Plan, 1 page.

F. Rose Ave ES Stair Tower Logistics Plan, 1 page.

9. Addenda

A. Addendum 1A 2021-06-16, 77 pages.

B. Addendum 1B 2021-06-16, 75 pages.

C. Addendum 1C 2021-06-16, 54 pages.

D. Addendum 2 2021-06-24, 93 pages.

E. Addendum 3A 2021-07-08, 219 pages.

F. Addendum 3B 2021-07-08, 108 pages.

G. Addendum 3C 2021-07-01, 34 pages.

H. Addendum 4C 2021-07-02, 5 pages.

I. Addendum 5C 2021-07-07, 40 pages.

J. Addendum 6C 2021-07-08, 51 pages.

K. Addendum 7C 2021-07-09, 500 pages.

L. Addendum 8C 2021-07-12, 3 pages.

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

EXHIBIT B

See Site Lease Agreement #17-159 previously executed on November 17, 2017

Oxnard School District

PURCHASE ORDER
NO: P18-02547
DATE 11/07/2017

Phone: (805) 385-1501 x2412 or 2413 Fax: (805) 240-7582

SHIP TO:
Facilities
1055 S C STREET
OXNARD, CA 93030-7442

Vendor Phone: FAX:
BALFOUR BEATTY CONST. LLC
10620 TREENA STREET, #300
SAN DIEGO, CA 92131

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

Customer Acct #:

ORDER LOCATION	Emailed	Faxed	Mailed	VENDOR #	REQUISITIONER	REQUISITION #
630 - Facilities				006237/1	Lisa Franz	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	219,000.00	$219,000.00
			ACCOUNT DISTRIBUTION	AMOUNT	
			(050184) 214-6270-9010-0-0000-8500-058-600-0058-0	$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

FILE

#17-158

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of September, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 South Driskill Street, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant

to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.

F. **Project**. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.

G. **Project Manual**. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.

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

I. **Site Lease**. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

J. **Specifications**. The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

K. **Subcontractor**. As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

L. **Sublease**. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Two Hundred Nineteen Thousand Dollars and No Cents ($219,000.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Two Hundred Nineteen Thousand Dollars and No Cents ($219,000.00)**, (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the

Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

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

construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.

F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.

G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.

I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

performed by, Contractor in connection with such shallow water table and with encountering water when digging.

C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign _____ as Project Manager/Superintendent for the Project. So long as _____ remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable

replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.

B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC
10620 Treena St., Suite 300
San Diego, CA 92131
Attn: Dennis Kuykendall

If to the District:
Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
1901 South Victoria Avenue, Suite 106
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

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.

#17-158

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

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

of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.

C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.

D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR

Balfour Beatty Construction, LLC
10620 Treena St., Suite 300
San Diego, CA 92131

By: _____
Brian Cahill
Name/Title: President, California Division

Date: October 11th, 2017

THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, CA 93030

By: Lisa A. Franz

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:** November 05, 2025

Agenda Section: Section C: Consent Agenda

Ratification of Contractor Contingency Allocation #20 to Construction Services Agreement #17-158 with Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Pifko/Bennett/CFW)

The District's Master Construct Program adopted by the Board in January 2017 identified Rose Avenue Elementary School as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment, as well as the need for construction of a library/media center.

The Board approved the negotiated GMP and the Amendment No 001 to the Lease Agreement as executed in the Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Balfour Beatty Construction to complete the Work identified in IBI's architectural drawings for the Rose Ave Elementary School Reconstruction Project on September 22, 2021.

The "GMP" for the Project is Forty-Seven Million One Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents ($47,178,393.00). The GMP also consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-five Thousand Forty-Two Dollars and No Cents ($1,695,042.00), (2) Sublease Payments in the amount of $173,660 per month for 12 months for a total lease value of Two Million Eighty-Three Thousand Nine Hundred Twenty Dollars and No Cents ($2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease. There are also Allowances included in the GMP for specific purposes. The total Contractor Contingency Allowance is in the amount of Seven Hundred Ninety Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents ($797,667.00).

We are seeking ratification of draws from the various funds that were set up within the GMP according to contract documents. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval. The accompanying document lists all the account draws approved to date for the Contractor Contingency.

Fund activity is as follows:

Contractor Contingency Allocation Approval: This contingency fund began with a fund balance of Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and No Cents ($797,667.00). There have been allocations totaling Seven Hundred Ninety-Seven Thousand Six Hundred Sixty-Seven Dollars and Zero Cents ($797,667.00) leaving a fund balance of Zero Dollars and No Cents ($0.00) following approval of this draw.

FISCAL IMPACT:
None

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees ratify the Allocation #20 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program.

ADDITIONAL MATERIALS:

Attached: Contractor Contingency Allocation #20 (2 Pages)
All Contingency Draw Requests (120 Pages)
Cost Event Log (1 Page)
Amendment #1 (21 Pages)
Agreement #17-158, Balfour Beatty Construction LLC (24 Pages)

CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: 11/05/2025

Contractor Contingency Approval NO. 20

PROJECT: Rose Ave. ES K-5 Reconstruction
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-158

OWNER: **Oxnard School District**
1051 South A Street
Oxnard, CA. 93030

ARCHITECT: IBI/Arcadis
537 South Broadway
Los Angeles CA 90015

CONTRACTOR: Balfour Beatty Construction LLC
13520 Evening Creek Dr. North #270
San Diego CA 92128

Attn: Dennis Kuykendall

Architects Proj. No.: 109990
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-119284

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

ORIGINAL CONTRACTOR CONTINGENCY SUM PER GMP	**$ 797,667.00**
NET CHANGE - ALL PREVIOUS CONTRACTOR ALLOCATIONS	**$ (757,512.99)**
ADJUSTED CONTINGENCY SUM	**$ 40,154.01**
NET CHANGE – ALLOCATION #20	**$ (40,154.01)**
Total Allocations to Date:	**$ (797,667.00)**
ADJUSTED CONTINGENCY SUM THROUGH NO #20	**$ 0.00**

Commencement Date: November 1, 2021
Original Completion Date: October 5, 2023
Original Contract Time: 705 Calendar Days
Time Extension for all Previous Change Orders: **726 Days**
Time Extension for this Change Order: 0 Days
Adjusted Completion Date: September 30, 2025

Total Contractor Contingency Allocation Approval No. 20 …… $40,154.01

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 #142 – Kitchen t-bar access				$1,736.99
2.	CDR #146 – Mechanical yards wall extension				$1,352.98
3.	CDR #150 – Provide signage frames				$6,803.56
4.	CDR #151 – Provide additional circuits for hand dryers				$12,087.00
5.	CDR #153 – Relocate light poles in parent drop off				$3,023.00
6.	CDR #154 – Custodian shelf product clarification				$2,210.06
7.	CDR #155 – Relocate smoke detectors				$3,787.00
8.	CDR #157 – Drinking fountain elevation conflict				$1,569.00
9.	CDR #160 – Raise exterior wall of Media Center				$3,346.61
10.	CDR #167 Elevator paint remobilization				$4,000.00
11.	CDR #168R2 – CAM Painting insurance renewal				$6,889.07
12.	CFW/BB Negotiated cost offset				($6,651.26)
	Total				$40,154.01

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:**_____

ASST. SUPT./PURCHASING DIRECTOR:_____ **DATE:**_____

CONTRACTOR:_____ **DATE:**_____

Contingency Draw Request (CDR)

Owner	[X]	Oxnard School District
Architect	[X]	IBI Group
Contractor	[X]	Balfour Beatty
PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 142

Date: 11-30-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 261 - CDR 142 - RFI 508 Bldg B Kitchen - T-Bar Orientation Change for Access Panel T-grid was installed per A2710B Bldg B - Refelceted Ceiling Plan and RFI 508 requested to revise the orientation of the T-bar and ceiling tiles in the Bldg B Kitchen.	$ 1,736.99

☐ 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	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2023-11-30	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	11-30-2023
Permit Number:	DSA# 03-119284	Change Event No.:	261
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 261 - CDR 142 - RFI 508 Bldg B Kitchen - T-Bar Orientation Change for Access Panel

T-grid was installed per A2710B Bldg B - Refelceted Ceiling Plan and RFI 508 requested to revise the orientation of the T-bar and ceiling tiles in the Bldg B Kitchen.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Southcoast Acoustical Interiors (Labor)	$	661.68		
Southcoast Acoustical Interiors (Material)	$	848.75		
Southcoast Acoustical Interiors (O&P @ 15%)	$	226.56		
		Subtotal B:	**$**	**1,736.99**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1.5%		**Subtotal E:**	**$**	**-**
Grand Total = (A + B + C + D + E)			**$**	**1,736.99**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2023-11-30

Print Name & Title (General Contractor) — Signature — Date

CHANGE ORDER REQUEST

7

Title: Patch and Repair of LCP-2
Project Name: Rose Ave
Project Address: 220 South Driskill Street
Oxnard, CA 93030
COR Date: 11/07/2023
SOUTHCOAST ACOUSTICAL INTERIORS Job Number: 5051542
Customer Job Number: 15650000
Customer Reference Number: CE 261 RFI 508

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

Patch and repair LCP-2 acoustical ceiling tile per BBC request

Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Journeyman	8	ST	$82.71	$661.68
Hours Subtotals: ST: 8			**Total Labor:**	**$661.68**

Material

Description	Qty of Material	Unit of Measure	Rate	Total Cost
MATERIAL	1	TOTAL	$780.46	$780.46
			Total Material:	**$780.46**

Subtotal		**$1,442.14**
Tax (Materials)	8.750%	$68.29
Total		**$1,510.43**
Subcontractor's Overhead & Profit	15.000%	$226.56
Requested Total		**$1,736.99**

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.

RFI #--508

Balfour Beatty

Balfour Beatty Construction, LLC
13520 Evening Creek Drive North, Suite 270
San Diego, California 92128
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
220 South Driskill Street
Oxnard, California 93030

Bldg B Kitchen - T-Bar Orientation Change for Access Panel

TO:	Ruben Ruiz **(Arcadis)** Ruben Ruiz **(Arcadis)** Linda Iversen **(Arcadis)**	**FROM:**	Ivan Hurtado Vazquez **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	10/31/2023	**STATUS:**	Open
LOCATION:	BUILDING B>FLOOR 1>206 HALLWAY/LOCKERS	**DUE DATE:**	11/07/2023
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	Yes (Unknown)
COST IMPACT:	~~Yes (Unknown)~~	**SPEC SECTION:**	09 51 13 - Suspended Lay-In Panel Ceilings
DRAWING NUMBER:		**REFERENCE:**	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

No Schedule impact

This is a coordination issue. See below

Question from Ivan Hurtado Vazquez (Balfour Beatty) at 10:27 AM on 10/31/2023

In Bldg B Kitchen, the T-bar grid and ceiling tiles have been laid out per A2710B. However, in OAC Meeting Minutes #97 dated 10/18/23, IOR noted that access to the grease access panel will be difficult due to the T-bar being 6" from the hood. CFW and IOR proposed to revise the orientation of the T-bar and ceiling tiles to allow ease of access and prevent any damage to the T-Bar in case of future maintenance. Please confirm that the new orientation of the T-bar and ceiling tiles is acceptable.

Awaiting an Official Response

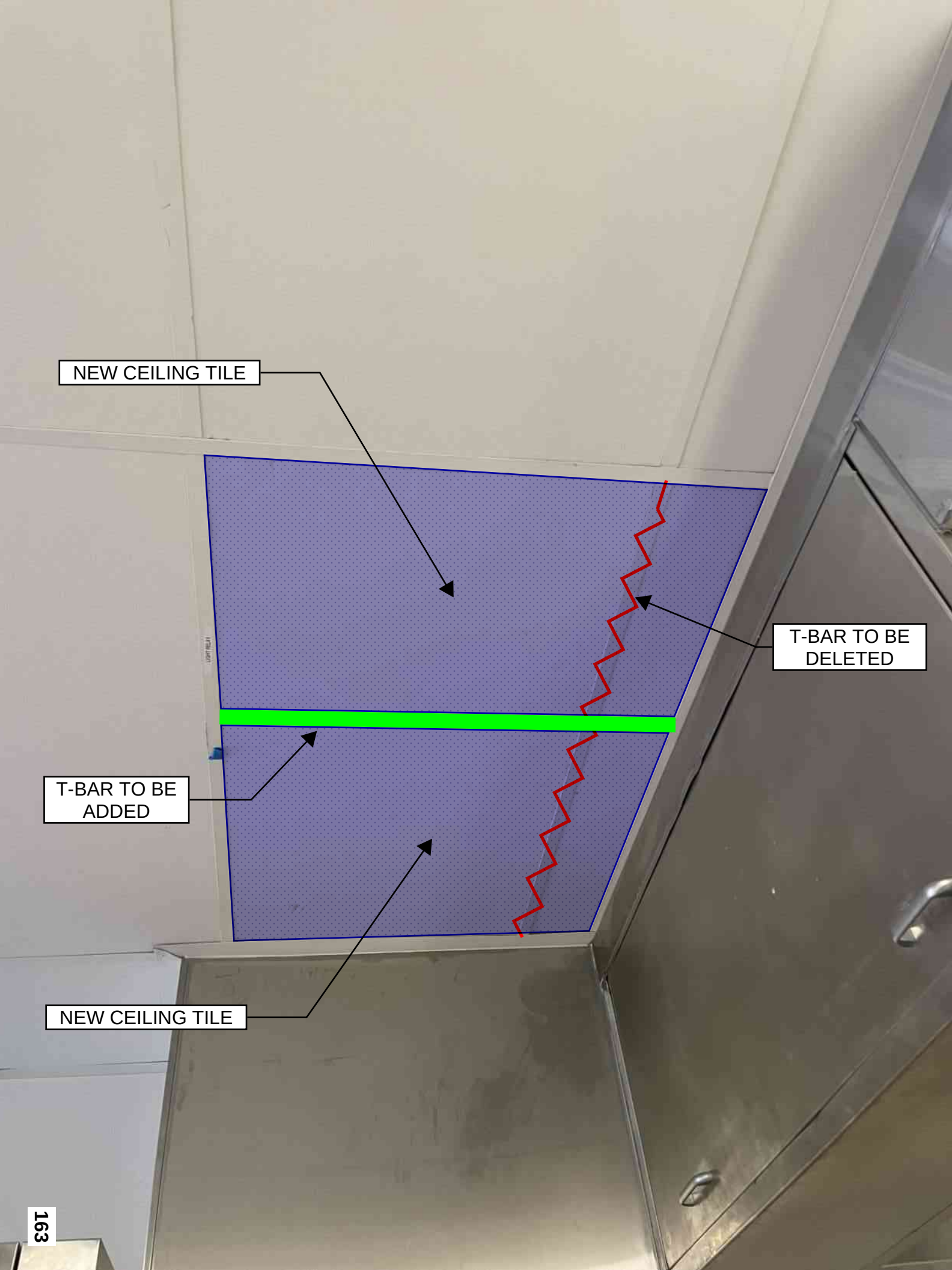
All Replies:

Orientation of T-Bar and Tile is acceptable.
Please note, the purpose of the access panel is to allow required / ease of access to the grease duct, as previously discussed.

Ruben R.
Arcadis-IBI
10/31/2023

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

BY **DATE** **COPIES TO**


NEW CEILING TILE
T-BAR TO BE DELETED
T-BAR TO BE ADDED
NEW CEILING TILE



	Owner	[X]	Oxnard School District
Contingency	Architect	[X]	IBI Group
Draw	Contractor	[X]	Balfour Beatty
Request (CDR)	PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 146

Date: 12-14-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 298 - CDR 146 - RFI 132.1 Mechanical Yards Wall Extension Provide labor, material, and equipment to extend the walls of the (2) mechanical yards at Bldg C South by 2' per RFI 132.1.	$ 1,352.98

☐ 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	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2023-12-14	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	12-14-2023
Permit Number:	DSA# 03-119284	Change Event No.:	281
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 298 - CDR 146 - RFI 132.1 Mechanical Yards Wall Extension

Provide labor, material, and equipment to extend the walls of the (2) mechanical yards at Bldg C South by 2' per RFI 132.1.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Inland Building	$	1,352.98		
		Subtotal B:	**$**	**1,352.98**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1.5%		**Subtotal E:**	**$**	**-**
Grand Total = (A + B + C + D + E)			**$**	**1,352.98**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2023-12-14

Print Name & Title (General Contractor) — Signature — Date

INLAND
BUILDING CONSTRUCTION COMPANIES, INC.
General Building • Tenant Improvements • Construction Specialties

SENT VIA: Email

CHANGE ORDER REQUEST # 4

PAGES: 0

PROJECT:	Rose Ave. ES	**DATE:**	4/20/2023
INLAND'S JOB NO:	21-042	**PROJECT NO:**	
		CONTRACT FOR:	#28 Site Concrete
TO:	Balfour Beatty Construction	**FROM:**	IBCC
ATTN:	Rafael Alamillo		
SUBJECT:	RFI No. 132.1		

Additional Days Required: 1

COR Valid for 30 days

DESCRIPTION:

Cost associated with the mechanical yard wall extention per the response to RFI No. 132.1.

Self Performed Work

Labor		$ 178.30
Material		$ 155.00
Equipment		$ -
Subtotal		$ 333.30
Contractor's Overhead & Profit	10%	$ 33.33
Contractor's Subtotal		$ 366.63

Subcontractor Work

Reyes Masonry		$	907.95
		$	-
		$	-
		$	-
		$	-
		$	-
		$	-
Subcontractors Subtotals		$	907.95
Contractor's Overhead & Profit	5%	$	45.40
Subtotals		$	953.35

Subtotal Contractors / Subcontractors		$	1,319.98
Insurance	1.5%	$	19.80
Bond	1%	$	13.20
Textura Fee (if applicable, .22% of contract if max $3,750 has not been met)		$	-
Total Change Request		$	1,352.98

323 S. SIERRA WAY SAN BERNARDINO, CA 92408-1422
(909) 884 6276 Fax (909) 889-6936
LIC # 405281

INLAND
BUILDING CONSTRUCTION COMPANIES, INC.
General Building • Tenant Improvements • Construction Specialties

Change Request Cost Breakdown

Details	Qty.	Unit	Rate	Total
Labor				
Carpenter Foreman w/Truck		Hrs	$103.30	$0.00
Carpenter Foreman w/Truck O.T.		Hrs	$138.22	$0.00
Carpenter w/Truck		Hrs	$99.13	$0.00
Carpenter w/Truck O.T.		Hrs	$131.97	$0.00
Carpenter	2	Hrs	$89.15	$178.30
Carpenter O.T.		Hrs	$118.68	$0.00
Truck Driver		Hrs	$36.00	$0.00
	Qty.	**Unit**	**Rate**	**Total**
Materials				
Concrete	1	Cy	$155.00	$155.00
Concrete Shortload Charge		Ea	$150.00	$0.00
Concrete PW Delivery Fee (AB		Ea	$250.00	$0.00
Fill Sand		Ton	$26.78	$0.00
Class II Agg. Base		Ton	$35.87	$0.00
CMB Agg. Base		Ton	$32.56	$0.00
10 Mil. Stego Vapor Barrier		Roll	$455.00	$0.00
15 Mil. Stego Vapor Barrier		Roll	$525.00	$0.00
Vapor Barrier Tape		Roll	$46.67	$0.00
Vapor Barrier Mastic		Pail	$155.00	$0.00
6 Mil. Visqueen		Roll	$98.34	$0.00
10 Mil. Visqueen		Roll	$135.34	$0.00
Styrofoam Fill		Sheet		$0.00
3/4" Formply		Sheet	$78.26	$0.00
2X Form Lumber		Bf	$2.32	$0.00
Masonite		Sheet	$24.00	$0.00
16 Duplex Nails		Box	$52.45	$0.00
8 Duplex Nails		Box	$54.31	$0.00
Const. Grout		Bag	$23.83	$0.00
High Strength Non-Shrink Grout		Bag	$41.89	$0.00
Ardex K-15		Bag	$47.45	$0.00
Ardex Primer		Gal	$43.52	$0.00
Ardex Feather Finish		Bag	$45.92	$0.00
Rapid Set Wunderfixx		Bag	$39.42	$0.00
Duct Tape		Roll	$8.00	$0.00
1/2"x 4" Felt		Lf	$0.47	$0.00
Felt Plastic A Cap		Lf	$0.34	$0.00
Hilti RE-500 Epoxy		Tube	$45.36	$0.00
Hilti HY 200 Epoxy		Tube	$42.13	$0.00
36" Metal Stake Rental		Ea	$0.66	$0.00
24" Metal Stake Rental		Ea	$0.56	$0.00
12" Metal Stake Rental		Ea	$0.47	$0.00
Snap Tie Jahn Bracket Rental		Ea	$0.67	$0.00
Turn Buckle Form Aligner Rental		Ea	$4.35	$0.00
Snap Tie Wedge Rental		Ea	$0.37	$0.00
Rebar		Lf	$0.93	$0.00
				$0.00
Diesel Fuel		Gal		$0.00
Gasoline		Gal		$0.00

	Qty.	Unit	Rate	Total
Equipment				
Small Truck		Hrs	$68.00	$0.00
Trucking		Hrs	$105.00	$0.00
950 Loader		Hrs	$184.00	$0.00
Water Truck		Hrs	$87.00	$0.00
Skip Loader		Hrs	$147.00	$0.00
Skid Steer (Bobcat)		Hrs	$143.00	$0.00
Skid Steer Mini Excavator		Hrs	$152.00	$0.00
Concrete Pump		Cy	$107.00	$0.00
Telebelt Conveyor		Hrs	$184.00	$0.00
Backhoe		Hrs	$170.00	$0.00
Backhoe Breaker		Hrs	$185.00	$0.00
Backhoe Compactor Wheel		Hrs	$185.00	$0.00
Backhoe/ Skidsteer with Auger		Hrs	$185.00	$0.00
Compaction Roller		Hrs	$87.00	$0.00
Generator		Day	$125.00	$0.00
Vibrator Plate		Day	$124.00	$0.00
Rotary Hammer		Hrs	$19.00	$0.00
Bosch Chipping Hammer		Hrs	$16.00	$0.00
Air Compressor		Day	$225.00	$0.00
90lb Jack Hammer		Day	$95.00	$0.00
Air Compressor Hoses		Day	$35.00	$0.00
30lb. Chipping Gun		Day	$65.00	$0.00
Concrete Saw		Hrs	$148.00	$0.00
Soff-Cut Saw		Hrs	$125.00	$0.00
Water Pump/ Discharge Hoses		Hrs	$25.00	$0.00
Shop Vacuums		Hrs	$10.00	$0.00
Concrete Wash Out Bin		Ea	$500.00	$0.00
Dump Fees		Loads	$180.00	$0.00
Sub Total Labor				$178.30
Sub Total Material				$155.00
Sub Total Equipment				$0.00

File: WOF

RMS WO	QUOTE

REYES MASONRY CONTRACTORS INC

1795 Lemonwood Drive

Santa Paula, California 93060

Tel. # (805) 525-5256/ 525-8134

Fax # (805) 933-2282

To:	BALFOUR BEATTY
	INLAND BLDG CONST. CO

Job Name:	ROSE AVE ELEM SCHOOL
Job Location:	220 S DRISKILL ST OXNARD, CA 93060
WORK APPROVED BY	
Authorization #:	RFI 132.1
Fax:	
Phone:	

Quantity	Units	Material/ Equipment	Price	Amount
35.00	EACH	8X8X16 MW GREYSTONE PREC	$3.95	$138.25
3.00	EACH	8x2x16 GREYSTONE CAP	$2.40	$7.20
3.00	BAGS	MORTAR	$11.00	$33.00
0.50	YARD	GROUT AND PUMP	$190.00	$95.00
0.00	EACH	BLACK BAR WALL	$0.00	$0.00
		COUPLERS		
		Total Materials / Equipment		$273.45
		Other Charges		
	ea	BLADE AND SAW		$0.00
0	DAY	MIKITA GRINDER/BLADE		$0.00
0	DAY	GENIE BOOM LIFT		$0.00
		Total Other Charges		$0.00

Description of Work

CU-305 & 306 MECHANICAL YARDS INCREASE TO ACCOMMODATE UNIT CLEARANCES AND REFRIGERANT PIPING

EXTEND EAST WALL 2', EXTEND NORTH WALL 2'

PLEASE FORWARD A CHANGE OR OR PAYMENT IN FULL UPON RECEIPT

Labor	Hrs.	Rate	Amount
			$0.00
BRICKLAYER FOREMAN		$85.38	$0.00
BRICKLAYER	4.00	$81.52	$326.08
BRICK TENDER FOREMAN		$79.43	$0.00
BRICK TENDER	2.00	$77.16	$154.32
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00

Total Labor		$480.40
Total Materials		$273.45
Total Other Charges		$0.00
Subtotal		$753.85
Mark-up (Labor)	15%	$113.08
Mark-up (Material)	15%	$41.02
		$907.95

Foreman Signature Date

Work Ordered By Date

RFI #--132.1

Balfour Beatty

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

Mechanical Yards - Unit Clearances and Refrigerant Piping

TO:	Linda Iversen **(IBI Group)** Ruben Ruiz **(IBI Group)**	**FROM:**	Filbert Carbajal **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	05/09/2022	**STATUS:**	Open
LOCATION:		**DUE DATE:**	05/16/2022
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	TBD
COST IMPACT:	TBD	**SPEC SECTION:**	
DRAWING NUMBER:		**REFERENCE:**	
LINKED DRAWINGS:			
RECEIVED FROM:	Brett Hall **(Smith Electric Service (Santa Maria))**		

COPIES TO:
Leon Cavallo **(Balfour Beatty)**, Alex Garcia **(Balfour Beatty)**, Ken Hinge **(Kenco Construction Services)**, Linda Iversen **(IBI Group)**, Janvi Kanani **(IBI Group)**, Dennis Kuykendall **(Balfour Beatty)**, Arega Mehrabian **(IBI Group)**, Rick Ostrander **(CFW, Inc.)**

Question from Filbert Carbajal (Balfour Beatty) at 09:09 AM on 05/09/2022

Bldg C - CU-305 Yard
The mechanical yard for condensing units CU-305 needs to be increased to accommodate unit clearances and refrigerant piping. The East wall needs to extend 2' feet plan East, see attachment 4. Please advise.

Bldg C - CU-306 Yard
The mechanical yard for condensing units CU-306 needs to be increased to accommodate unit clearances and refrigerant piping. The North wall needs to extend 2' feet plan North, see attached. Please advise.

Bldg A - CU-101 Yard
The mechanical yard door for condensing unit CU-101 needs to move and have the door swing flipped to avoid conflict with the mechanical units, see attachment. Please advise.

Attachments:
RFI#027 - Building A CU-101 yard.pdf RFI#026 - Building C CU-306 yard.pdf RFI#023.2 - Building C CU-305 yard.pdf

Awaiting an Official Response

All Replies:

See Remarks on Sketches.

Ruben R.
IBI Group
05/23/2022

BY **DATE** **COPIES TO**

RFI # 023.2

REQUEST FOR INFORMATION

Date: 5/03/22

PROJECT: Rose Avenue K-5 School

Trade: HVAC

Spec. Section(s):

From: Smith M-E-P

Subject: Building C CU-305 yard

Time impact: TBD

Cost impact: TBD

REFERENCE: M2311-C

Please provide the following clarification(s): (RFI# 023) The mechanical yard for condensing unit CU-305 needs to be increased to accommodate unit clearances and refrigerant piping. The north wall needs to pop-out 16" inches for an inside clear dimension of 8' 10-½", see attached. Please advise.

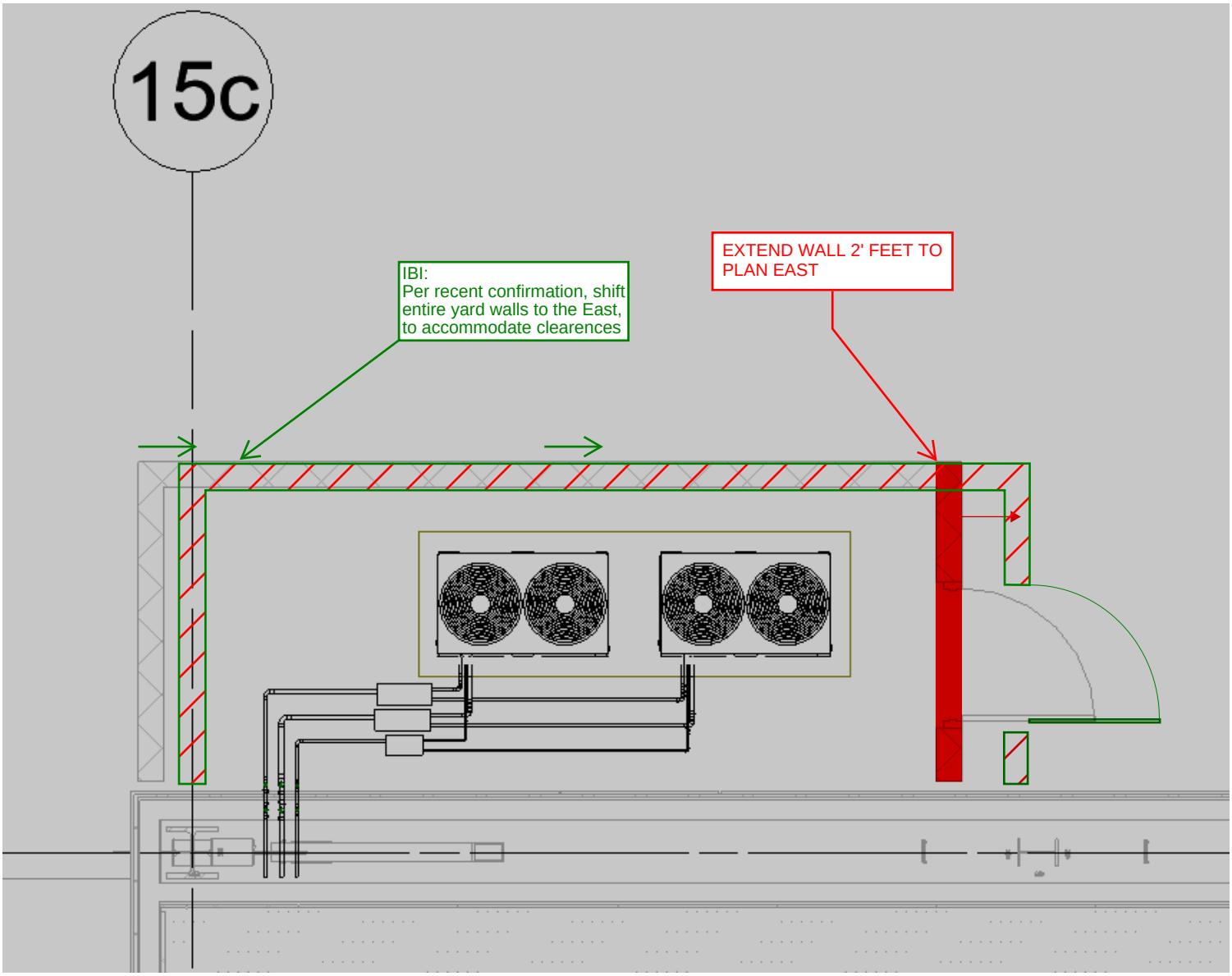
(RFI# 023.1) The mechanical yard increase is based on manufacturer clearances and piping requirements. These requirements are the same for both Trane and Samsung systems, see attachments 1, 2 & 3.

(RFI# 023.2) The mechanical yard for condensing units CU-305 needs to be increased to accommodate unit clearances and refrigerant piping. The East wall needs to extend 2' feet plan East, see attachment 4. Please advise.

Submitted By: Brett Hall

Response:

Answered By:


15c
IBI:
Per recent confirmation, shift entire yard walls to the East, to accommodate clearences
EXTEND WALL 2' FEET TO PLAN EAST

RFI # 026

REQUEST FOR INFORMATION

Date: 5/03/22

PROJECT: Rose Avenue K-5 School

Trade: HVAC

Spec. Section(s):

From: Smith M-E-P

Subject: Building C CU-306 yard

Time impact: TBD

Cost impact: TBD

REFERENCE: M2311-C

Please provide the following clarification(s): The mechanical yard for condensing units CU-306 needs to be increased to accommodate unit clearances and refrigerant piping. The North wall needs to extend 2' feet plan North, see attached. Please advise.

Submitted By: Brett Hall

Response:

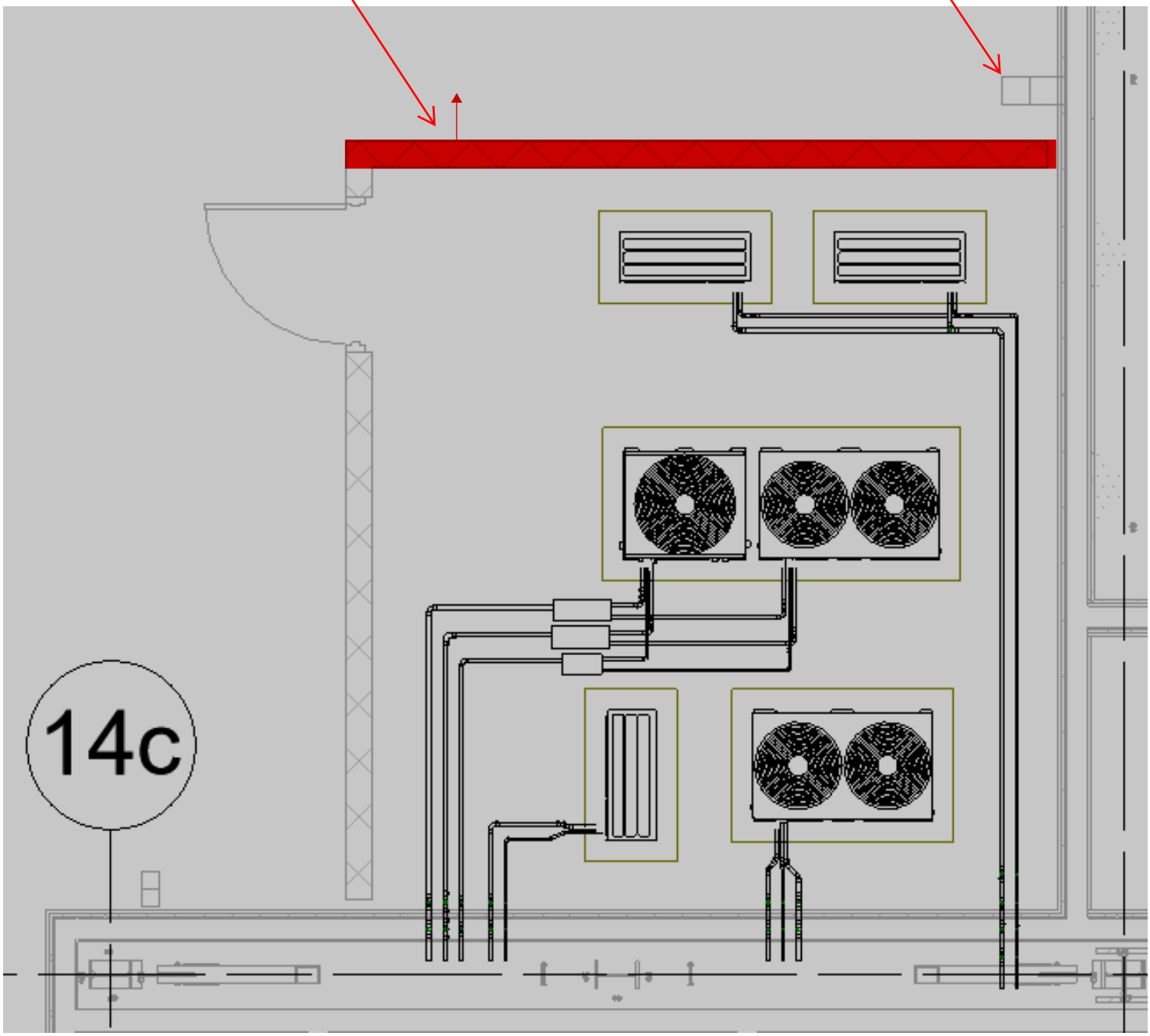
Answered By:

EXTEND WALL 2' FEET
PLAN NORTH

IBI:
No Exceptions Taken

MOVE GUTTER DOWNSPOUT

IBI:
No Exceptions Taken



RFI # 027

REQUEST FOR INFORMATION

Date: 5/03/22

PROJECT: Rose Avenue K-5 School

Trade: HVAC

Spec. Section(s):

From: Smith M-E-P

Subject: Building A CU-101 yard

Time impact: TBD

Cost impact: TBD

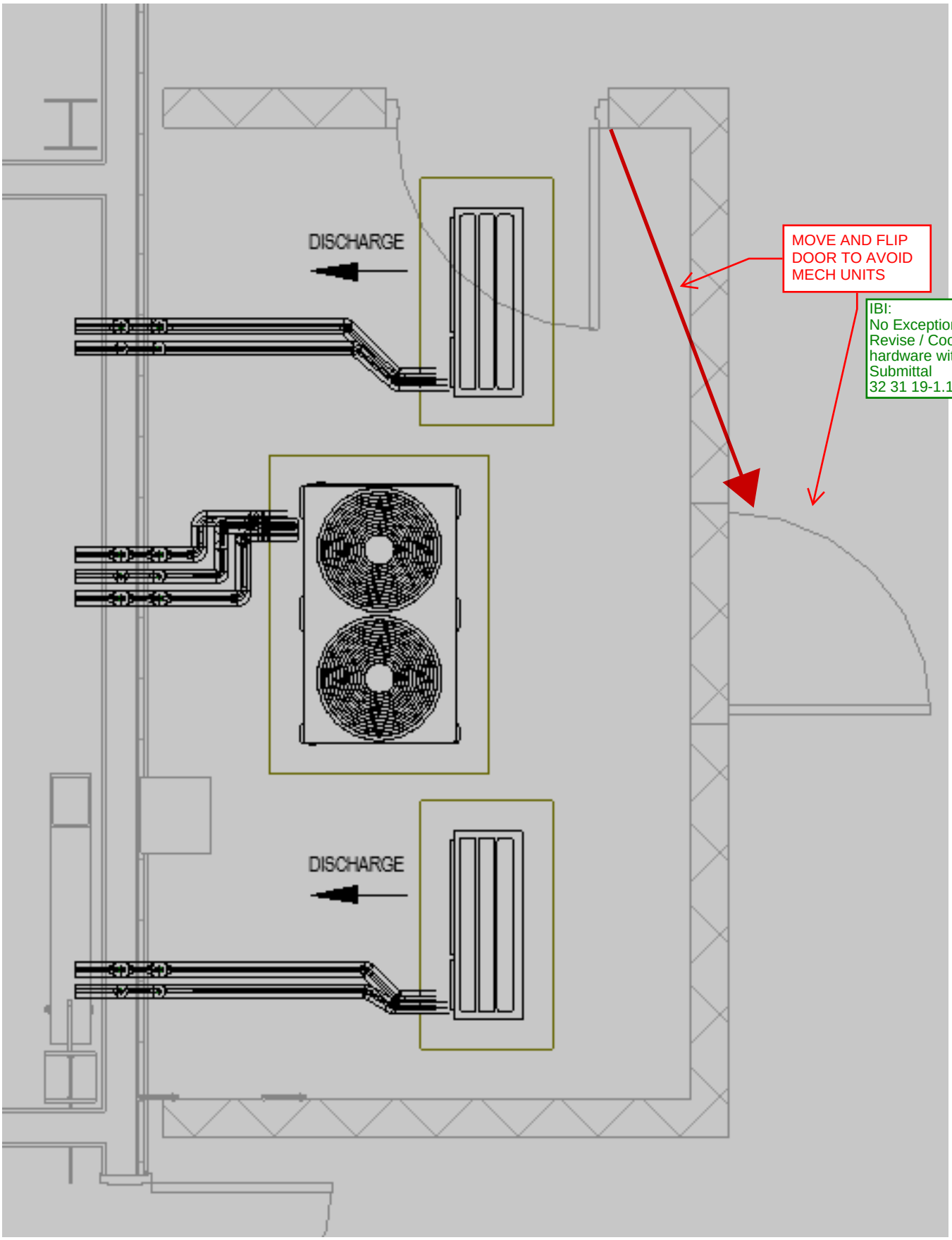
REFERENCE: M2312-A

Please provide the following clarification(s): The mechanical yard door for condensing unit CU-101 needs to move and have the door swing flipped to avoid conflict with the mechanical units, see attachment. Please advise.

Submitted By: Brett Hall

Response:

Answered By:


DISCHARGE
DISCHARGE
MOVE AND FLIP
DOOR TO AVOID
MECH UNITS
IBI:
No Exceptions Taken
Revise / Coordinate
hardware with Gate
Submittal
32 31 19-1.1

	Owner	[X]	Oxnard School District
Contingency	Architect	[X]	IBI Group
Draw	Contractor	[X]	Balfour Beatty
Request (CDR)	PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 150

Date: 12-18-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 300 - CDR 150 - Signage Frame Provide labor, material, and equipment to provide additional signage frames for the following: (92) classroom and room signs, (9) ISA signs, (10) EXIT signs, (2) EXIT Route signs, (1) Elevator Rescue sign, and (2) In Case of Fire signs. 1.) Detail 27/A8700 Classroom Signage noted to refer to detail 21/8700 for general notes. Since classroom signs are mounted to glazing, note #8 applies which states, “WHERE GLAZING OCCURS ADJACENT TO STRIKE SIDE OF DOOR, ADHERE SIGNAGE TO GLAZING AND PROVIDE "BLANK-OFF" PANEL ON OPPOSITE SIDE OF GLAZING.” Note #9 states to refer to detail 17/A8700 for frame and anchorage which only applies to metal studs and concrete walls. 2.) Detail 28/A8700 Room Signage states the following: “NOTE: REFER TO DETAIL 21/A8700 GENERAL NOTES 7 FOR SIGNAGE.” Note #7 in 21/A8700 states, “SIGNAGE SHALL COMPLY WITH 2016 TITLE 24, SECTION 11B-216 AND 11 B-703.” 2016 Title 24, Section 11B-216 and 11 B-703 does not refer to signage frames. 3.) “ISA” signs, “Exit” signs, “Exit Route” signs, and “In Case of Fire” signs in detail 6/A8700 does not call out for signage frames. However, in the same detail 6/A8700, only the wall mounted restrooms signs call out for signage frames. 4.) Detail 26/A8700 Rescue Sign does not call out for a signage frame.	$ 6,803.56

[ ] 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	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Flamillo	By : _____	By: _____
Date: 2023-12-18	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	12-18-2023
Permit Number:	DSA# 03-119284	Change Event No.:	300
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 300 - CDR 150 - Signage Frame

Provide labor, material, and equipment to provide additional signage frames for the following: (92) classroom and room signs, (9) ISA signs, (10) EXIT signs, (2) EXIT Route signs, (1) Elevator Rescue sign, and (2) In Case of Fire signs.

1.) Detail 27/A8700 Classroom Signage noted to refer to detail 21/8700 for general notes. Since classroom signs are mounted to glazing, note #8 applies which states, “WHERE GLAZING OCCURS ADJACENT TO STRIKE SIDE OF DOOR, ADHERE SIGNAGE TO GLAZING AND PROVIDE "BLANK-OFF" PANEL ON OPPOSITE SIDE OF GLAZING.” Note #9 states to refer to detail 17/A8700 for frame and anchorage which only applies to metal studs and concrete walls.
2.) Detail 28/A8700 Room Signage states the following: “NOTE: REFER TO DETAIL 21/A8700 GENERAL NOTES 7 FOR SIGNAGE.” Note #7 in 21/A8700 states, “SIGNAGE SHALL COMPLY WITH 2016 TITLE 24, SECTION 11B-216 AND 11 B-703.” 2016 Title 24, Section 11B-216 and 11 B-703 does not refer to signage frames.
3.) “ISA” signs, “Exit” signs, “Exit Route” signs, and “In Case of Fire” signs in detail 6/A8700 does not call out for signage frames. However, in the same detail 6/A8700, only the wall mounted restrooms signs call out for signage frames.
4.) Detail 26/A8700 Rescue Sign does not call out for a signage frame.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Fastsigns	$	6,803.56		
		Subtotal B:	**$**	**6,803.56**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1.5%		**Subtotal E:**	**$**	**-**
Grand Total = (A + B + C + D + E)			**$**	**6,803.56**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2023-12-18

Print Name & Title (General Contractor) — Signature — Date

Dated: 12/15/23

To whom it may concern

Re: Rose Elementary school additional cost of sign frames.

As the drawings specifies that only the wall mounted restroom signs and the occupant load sign requires a frame, if frames are need for the other signs, the additional cost is $6213.30 + $590.26 (tax) = $6803.56

The additional cost is for the following:

92 classroom and room signs
9 ISA signs
10 EXIT signs
2 EXIT Route signs
1 Elevator Rescue sign
2 In Case of Fire signs

Respectfully

Saurabh Bajaj

	Owner	[X]	Oxnard School District
Contingency	Architect	[X]	IBI Group
Draw	Contractor	[X]	Balfour Beatty
Request (CDR)	PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 151

Date: 12-20-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 111 - CDR 151 - RFI 295 Bldg C South - Hand Dryer Circuit Provide labor, material, and equipment to install conduit, wire and breakers for the electric hand dryers located in Bldg C South Boys' and Girls' Restrooms that were not shown on E2311C and E2321C per RFI 295.	$ 12,087.00

☐ The cost of this work will be drawn from Contractor Contingency:

☑ The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By :	By:
Date: 2023-12-20	Date:	Date:

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	12-20-2023
Permit Number:	DSA# 03-119284	Change Event No.:	111
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 111 - CDR 151 - RFI 295 Bldg C South - Hand Dryer Circuit

Provide labor, material, and equipment to install conduit, wire and breakers for the electric hand dryers located in Bldg C South Boys' and Girls' Restrooms that were not shown on E2311C and E2321C per RFI 295.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Taft Electric (Labor)	$	8,876.06		
Taft Electric (Material)	$	2,192.60		
Taft Electric (Direct Job Expenses)	$	1,018.32		
		Subtotal B:	**$**	**12,087.00**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1.5%		**Subtotal E:**	**$**	**-**
Grand Total = (A + B + C + D + E)			**$**	**12,087.00**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2023-12-20

Print Name & Title (General Contractor) — Signature — Date

Taft Electric Company
1694 Eastman Ave, Ventura, CA 93003
Lic. #772245 | PWC #1000000149
(805) 642-0121

CHANGE ORDER REQUEST

COR #022 Hand Dryers RFI#295 CE#111

To: Raphael Alamillo Project Manager
Balfour Betty
300 E. Esplanade Drive #1120
Oxnard, CA 93036

From: Tim Harris Project Manager
Phone: (805) 320-1623
Email: tharris@taftelectric.com

Phone: (805) 206-8614
Email: RAlamillo@balfourbettyus.com
CC:

Date Issued: 1-24-23

Requested Amount:	$	$12,087

The change in scope for the amount requested above is as follows:

COR #022
SCOPE: Per RFI #295 CE#111 We were directed to install conduit, wire, and breakers for the hand dryers. This was no shown on the electrical drawings.

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:

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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:

Tim Harris Date
Project Manager
Taft Electric Company

Approved By:

Raphael Allamillo Date
Project Manager
Balfour Betty Corporation

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Rose Ave Elementary JOB# 22-2338 TEC COR#: 22

CUST RFP#: CE#111

COR DESCRIPTION: DATE: 10/28/2023

Hand Dryers RFI #295 CE#111

TAKE OFF			
	DESCRIPTION	MATERIAL	HOURS
Conest		$1,645.00	96.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
	TOTAL	$1,645.00	96.00

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	$49.35
9.25%	SALES TAX	$156.73
3.00%	MATERIAL HANDLING	$55.53
0.00%		$0.00
	SUBTOTAL MATERIAL	$1,906.61
15.00%	OVERHEAD & PROFIT	$285.99
	TOTAL TAKEOFF MATERIAL	$2,192.60

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL QUOTES	$0.00
9.25%	SALES TAX	$0.00
0.00%	MATERIAL HANDLING	$0.00
0.00%		$0.00
0.00%		$0.00
	SUBTOTAL QUOTES	$0.00
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL QUOTES	$0.00

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL SUBCONTRACTS	$0.00
5.00%	OVERHEAD & PROFIT	$0.00
	TOTAL SUBCONTRACTS	$0.00

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
Reg Shift Foreman	17.00	$95.25	$1,619.25
Full OT Foreman	0.00	$138.97	$0.00
OT Prem Foreman	0.00	$0.00	$0.00
DT Prem Foreman	0.00	$167.60	$0.00
OT Shift Foreman	0.00	$128.81	$0.00
Reg Shift JW	29.00	$85.14	$2,469.06
Full OT JW	0.00	$126.43	$0.00
OT Prem Crew	0.00	$0.00	$0.00
DT Prem Crew	0.00	$155.18	$0.00
OT Shift Crew	0.00	$119.49	$0.00
CAD Drafter	0.00	$0.00	$0.00
Apprentice 70%	50.00	$72.60	$3,630.00
Full Apprentice OT	0.00	$103.42	$0.00
0.00%			$0.00
0.00%			$0.00
		SUBTOTAL LABOR	$7,718.31
15.00%		OVERHEAD & PROFIT	$1,157.75
		TOTAL LABOR	$8,876.06

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
2.00%	AS BUILTS / O&M'S	$221.37
0.00%	PERMIT FEES	$0.00
0.00%	ESTIMATING	$0.00
0.00%	CAD / DRAFTING	$0.00
0.00%	REPRODUCTION COSTS	$0.00
3.00%	TOOLING RENTAL	$332.06
0.00%	Roto Hammer	$0.00
3.00%	Fuel Surcharge	$332.06
0.00%	Dirt Tamper/ wacker	$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%	WARRANTY	$0.00
0.00%		$0.00
	SUBTOTAL DJE	$885.49
15.00%	OVERHEAD & PROFIT	$132.82
	TOTAL DJE	$1,018.32

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL	$2,192.60
	QUOTED MATERIAL	$0.00
	SUBCONTRACTORS	$0.00
	LABOR EXPENSES	$8,876.06
	DIRECT JOB EXPENSES	$1,018.32
	SUBTOTAL CHANGE REQUEST	$12,086.97
0.00%	Bond	$0.00
	CHANGE PROPOSAL TOTAL	$12,087

Dates	3/7/2023	3/8/2023	3/9/2023	6/1/232	6/2/2023	9/14/2023	9/15/2023	9/18/2023	9/19/2023															TOTAL
GF																								
F	3	2	2	3	1	1	2	1	2	17														
J	3.5	8	7	8	2					28.5														
A		8	7	8	2	1.5	8	8	7	49.5														
										95														
GF OT																								
F OT																								
J OT																								
A																								
GF DT																								
F DT																								
J DT																								

99-015-01

TIME & MATERIALS INVOICE

Rose Ave. Elementary School

220 South Driskill Street, CA 93030

Balfour Beatty Construction

Bill To

Customer Name: Oxnard Scchool District

Project Name: Rose Ave Elementarty School -15650001

Cost Event Number: CE 0111-INT

Totals

Mater

Labor

Invoic

Equipment HAND DRYER

Equipment Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Labor

Labor Description	Quantity	Cost Per Item	Total	Notes
CHRIS VIGIL	3.5			
RON FRANCO	3			
TOTAL			0	

DESRIPTION OF WORK

BOYS RESTROOM 501. START RUNNING CONDUIT FOR HAND DRYERS. TWO LOCATIONS.

DESRIPTION OF WORK

CLASSROOM 504 (2) BOXES HAVE BEEN INSTALLED FOR THE HANDRYERS. CONDUIT HAS BEEN RAN FROM BOXES AND INTO RESTROOM . ALL HOLES HAVE BEEN DRILLED. WAITING FOR ACCESS PANELS TO BE CUT IN CEILING TO COMPLETE CONDUIT RUN.

RESTROOM 501 INACCESSIBLE HARDLID.

CLASSROOM 531 (2) BOXES HAVE BEEN INSTALLED FOR THE HANDRYERS. RESTROOM 530 CONDUIT HAS BEEN RAN FROM JUNCION BOXES IN 531 TO THE HANDRYER LOCATIONS.

RESTROOM 528 CEILING WAS INACCESSIBLE.

1ST FLOOR RESTROOM FLOORS ARE BEING SEALED. WORK WILL CONTINUE TOMORROW.

Material

Material Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Quantities verified by: RON FRANCO Date Work Performed: 03-07-2023

DSA IOR IOR Tim Hoyt
VERIFICATION OF TIME & MATERIAL ONLY - NO COST IMPLIED -

Submitted by:

D-R 3-8-23

Balfour Beatty

99-015-02

TIME & MATERIALS INVOICE

Balfour Beatty Construction

Rose Ave. Elementary School

220 South Driskill Street, CA 93030

Bill To

Customer Name	Oxnard Scchool District	Totals
Project Name	Rose Ave Elementarty School -15650001	Mater
Cost Event Number	CE 0111-INT	Labor
		Invoic

Equipment HAND DRYER 99-015-02

Equipment Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Labor

Labor Description	Quantity	Cost Per Item	Total	Notes
CHRIS VIGIL	8			
ABRAHAM VIVEROS	8			
RON FRANCO	2			
TOTAL			0	

Material

Material Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Quantities verified by: RON FRANCO Date Work Performed: 03-08-2023

DSA IOR IOR Tim Hoyt
VERIFICATION OF TIME ONLY - NO COST IMPLIED

Submitted by:

3-8-23

Balfour Beatty

99-015-03

TIME & MATERIALS INVOICE

Balfour Beatty Construction

Rose Ave. Elementary School

220 South Driskill Street, CA 93030

Bill To

Customer Name	Oxnard Scchool District	Totals
Project Name	Rose Ave Elementarty School -15650001	Mater
Cost Event Number	CE 0111-INT	Labor
		Invoic

Equipment HAND DRYER 99-015-03

Equipment Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Labor

Labor Description	Quantity	Cost Per Item	Total	Notes
CHRIS VIGIL	7			
ABRAHAM VIVEROS	7			
RON FRANCO	2			
TOTAL			0	

DESRIPTION OF WORK

HAND DRYER CONDUITS ARE COMPLETED IN ALL BATHROOMS. THE CONDUITS ARE STUBED OUT IN THE DESIRED LOCATIONS AT 39" TO BOTTOM OF FIXTURE. AN INDIVIDUAL CONDUIT HAS BEEN RAN FROM EACH HAND DRYER TO THE CLASSROOM THAT SHARES THE WALL. FIRST FLOOR CONDUITS WERE RAN INTO CLASSROOM 504. THERE IS A HOME RUN BOX LABELED RESTROOM HAND DRYER WITH TWO HITS PER HOME RUN BOX. THE SECOND FLOOR BATHROOM HOME RUN BOX IS IN CLASSROOM 534 LABELED RESTROOM HAND DRYER.

Material

Material Description	Quantity	Cost Per Item	Total	Notes
1/2" FLEX	200'			
CADDY 16M	20			
J HOOK CLAMP	10			
1/2" FLEX CONNECTORS	16			
5S BOX	4			
BCH STOP SIGN	4			
1/4" X 20 NUTS	8			
TOTAL			0	

Quantities verified by: RON FRANCO Date Work Performed: 03-09-2023

DSA IOR IOR Tim Hoyt

Submitted by:

Balfour Beatty D-R 3-9-23

TIME & MATERIALS INVOICE

99-015-04

Rose Ave Elementary School

220 South Oxnard Street, CA 93030

Balfour Beatty Construction

Bill To

Customer Name: Oxnard Scchool District

Project Name: Rose Ave Elementarty School -15650001

Cost Event Number: CE 0111-INT

Totals

Materi

Labor

Invoic

Equipment

ADDED HAND DRYERS TO BOYS/GIRLS RESTROOMS @ BLDG C

Equipment Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Labor

Labor Description	Quantity	Cost Per Item	Total	Notes
FREDY RODRIGUEZ	8			JOURNEYMAN
ABRAHAM VIVEROS	8			APPRENTICE
RON FRANCO	3			MANAGE AND WRITE UP
TOTAL			0	

DESCRIPTION OF WORK:

ADDED 4 CIRCUITS FOR 4 HAND DRYER IN BOYS AND GIRLS RESTROOM IN BUILDING B SOUTH 2ND FLOOR

CUT EXISTING CONDUIT AND INSTALL JUNCTION BOX FROM H/R RACK

ADDED 1" CONDUIT FROM NEW BOX TO EXISTING HAND DRYER J BOX.

PULL WIRE FROM MAIN PANEL TO HAND DRYERS 4 CIRCUITS TOTAL FROM MAIN PANEL TO EACH HAND DRYER.

WIRE PULL CONTINUES

Material

Material Description	Quantity	Cost Per Item	Total	Notes
1" EMT	3'			
1" EMT CONNECTOR	6			
1" EMT COUPLING	4			
GROUND PIGTAIL	4			
5S JUNCTION BOX	1			
5S BLANK COVER	3			
BCHS-10	1			
3/8" ALL THREAD	5'			
3/8" HEX NUT AND WASHER	3			
CADDY SAMMY ANCHOR	1			
1" MINI	6			
CADDY K16	4			
#10 STRANDED WIRE BLACK	130'			
#10 STRANDED WIRE RED	260'			
#10 STRANDED WIRE BLUE	130			
#10 STRANDED WIRE WHITE	520'			
#10 STRANDED WIRE GREEN	130			
TOTAL				

Quantities verified by: RON FRANCO Date Work Performed: 06-01-2023

DSA IOR Tim Hoyt * No Cost Implied

Submitted by:

Balfour Beatty

99-015-05

TIME & MATERIALS INVOICE

Rose Ave. Elementary School

210 South Ditchill Street, CA 93030

Balfour Beatty Construction

Bill To

Customer Name: Oxnard Scchool District

Project Name: Rose Ave Elementarty School -15650001

Cost Event Number: CE 0111-INT

Totals

Mater

labor

Invoic

Equipment ADDED HAND DRYERS TO BOYS/GIRLS RESTROOMS @ BLDG C

Equipment Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Labor

Labor Description	Quantity	Cost Per Item	Total	Notes
FREDY RODRIGUEZ	2			JOURNEYMAN
ABRAHAM VIVEROS	2			APPRENTICE
RON FRANCO	1			MANAGE AND WRITE UP
DESCRIPTION OF WORK:				
COMPLETION OF THE WIRE PULL INTO ELECTRIC ROOM. MAKE UP WIRES IN				
JUNCTION BOXES IN ROOM 531. CLOSED UP BOXES AND LABEL.				
TOTAL			0	

Material

Material Description	Quantity	Cost Per Item	Total	Notes
TOTAL				

Quantities verified by: RON FRANCO Date Work Performed: 06-02-2023

DSA IOR Tim Hoar * No Cost Implied

Submitted by:

Balfour Beatty

09-14-23

99-015-06

TIME & MATERIALS INVOICE

Balfour Beatty Construction

Rose Ave. Elementary School

220 South Driskill Street, CA 93030

Bill To

Totals

Customer Name	Oxnard Scchool District	Mater	
Project Name	Rose Ave Elementarty School -15650001	Labor	
Cost Event Number	CE 0111-INT	Invoic	

Equipment Hand Dryers

Equipment Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Labor

Labor Description	Quantity	Cost Per Item	Total	Notes
BRIAN BROOKES	1.5			5TH YEAR APPRENTICE
RON FRANCO	1			MANAGE AND WRITE UP
DESCRIPTION OF WORK:				
installation and connection of hand dryer				
TOTAL			0	

Material

Material Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Quantities verified by: RON FRANCO Date Work Performed: 09-14-2023

DSA IOR IOR Tim Hoyt * No Cost Implied

Submitted by:

Balfour Beatty

09-15-23

09-15-23

99-015-06

TIME & MATERIALS INVOICE

Balfour Beatty Construction

Rose Ave Elementary School

220 South Oxkill Street, CA 93030

Bill To

Customer Name	Oxnard Schoool District	
Project Name	Rose Ave Elementarty School -15650001	
Cost Event Number	CE 0111-INT	

Totals

Mater

Labor

Invoic

Equipment Hand dryers

Equipment Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Labor

Labor Description	Quantity	Cost Per Item	Total	Notes
BRIAN BROOKES	8			5TH YEAR APPRENTICE
RON FRANCO	2			MANAGE AND WRITE UP

DESCRIPTION OF WORK: IN ROOM 504. OPENED UP 3 TILES FOR COMPLETION OF CONDUIT RUN FOR HAND DRYERS. THE CHANGE WAS MADE AFTER ALL UNDERGROUND CONDUITS WERE INSTALLED. WHATEVER LM HOMERUN CONDUITS HAD ROOM GOING HOME IS THE CONDUIT WE USED FOR THE WIRE PULL. CONDUIT GOES FROM 504 THROUGH 521 INTO 522, AND LANDING IN THE HOMERUN BOX IN 523. BREAKERS FOR THE HAND DRYER WERE ADDED TO THE LM-400 ADND L2M-400 PANELS. WORK FOR THE 1ST FLOOR GANG RESTROOM HAND DRYERS.

TOTAL			0	

Material

Material Description	Quantity	Cost Per Item	Total	Notes
3/4" EMT CONDUIT	20'			
3/4" STEEL FLEX CONDUIT	60'			
4S BOX	1			
3/4" EMT TO FLEX COUPING	6			
3/4" EMT COUPLINGS	4			
3/4" FLEX CONNECTORS	4			
TOTAL			0	

Quantities verified by: RON FRANCO Date Work Performed: 09-~~14~~15-2023 wrong date

DSA IOR IOR Tim Hoyt * NO COST IMPLIED

Submitted by:

Balfour Beatty

99-015-08

TIME & MATERIALS INVOICE

Balfour Beatty Construction

Rose Ave. Elementary School

320 South Oxhill Street, CA 93030

Bill To

Customer Name	Oxnard Scchool District
Project Name	Rose Ave Elementarty School -15650001
Cost Event Number	CE 0111-INT

Totals

Mater

Labor

Invoic

Equipment

Equipment Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Labor

Labor Description	Quantity	Cost Per Item	Total	Notes
BRIAN BROOKES	8			5TH YEAR APPRENTICE
RON FRANCO	1			MANAGE AND WRITE UP
DESCRIPTION OF WORK: COMPLETION OF HAND DRYERS IN THE FIRST FLOOR				
GANG RESTROOMS. CONDUIT LOCATION WAS CORRECTED				
TOTAL			0	

Material

Material Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Quantities verified by: RON FRANCO Date Work Performed: 09-18-2023

IOR / Jim Hoyt * NO COST IMPLIED.

DSA IOR

Submitted by:

Balfour Beatty

09-19-23

99-015-09

TIME & MATERIALS INVOICE

Balfour Beatty Construction

Rose Ave. Elementary School

220 South Driskill Street, CA 93030

Bill To

Totals

Customer Name	Oxnard Scchool District	Mater	
Project Name	Rose Ave Elementarty School -15650001	Labor	
Cost Event Number	CE 0111-INT	Invoic	

Equipment Hand Dryers

Equipment Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Labor

Labor Description	Quantity	Cost Per Item	Total	Notes
BRIAN BROOKES	7			5TH YEAR APPRENTICE
RON FRANCO	2			MANAGE AND WRITE UP
DESCRIPTION OF WORK: COMPLETION OF HAND DRYERS ON THE SECOND FLOOR GANG RESTROOMS. ONCE INSTALL WAS COMPLETED BREAKERS WERE ENERGIZED. 1ST FLOOR AND SECOND FLOOR HAND DRYERS TURNED ON, BUT DID NOT TURN OFF. WALK WITH TIM HOYT IN THE 1ST FLOOR BOYS RESTROOM AND THE DRYERS WOULD NOT TURN ON RIGHT AWAY, AND ONCE THEY WERE ON DID NOT TURN OFF FOR OVER A MINIUTE. BRIAN CALLED THE MANUFACTURER WHO SAID THERE ARE NO SETTINGS. THAT THE DRYERS MUST BE REMOVED AND SENT BACK.				
TOTAL			0	

Material

Material Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Quantities verified by: RON FRANCO Date Work Performed: 09-19-2023

DSA IOR FOR Tim Hoyt * No Cost Implied

Submitted by:

Balfour Beatty

RFI #--295

Balfour Beatty

Balfour Beatty Construction, LLC
13520 Evening Creek Drive North, Suite 270
San Diego, California 92128
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
220 South Driskill Street
Oxnard, California 93030

Bldg C South - Hand Dryer Circuit

TO:	Ruben Ruiz **(IBI Group)**	**FROM:**	Filbert Carbajal **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	03/03/2023	**STATUS:**	Open
LOCATION:	BUILDING C	**DUE DATE:**	03/13/2023
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	No
COST IMPACT:	Yes (Unknown)	**SPEC SECTION:**	26 05 00 - Common Work Results for Electrical
DRAWING NUMBER:	A5001C, E2311C, E2321C	**REFERENCE:**	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Filbert Carbajal (Balfour Beatty) at 12:21 PM on 03/03/2023

On A5001C, the boys' and girls' restrooms on the first and second floors in Bldg C South calls out for them to have electric hand dryers. However, E2311C and E2321C do not show electrical to the hand dryers. Please advise which circuit to utilize to run power to the hand dryers.

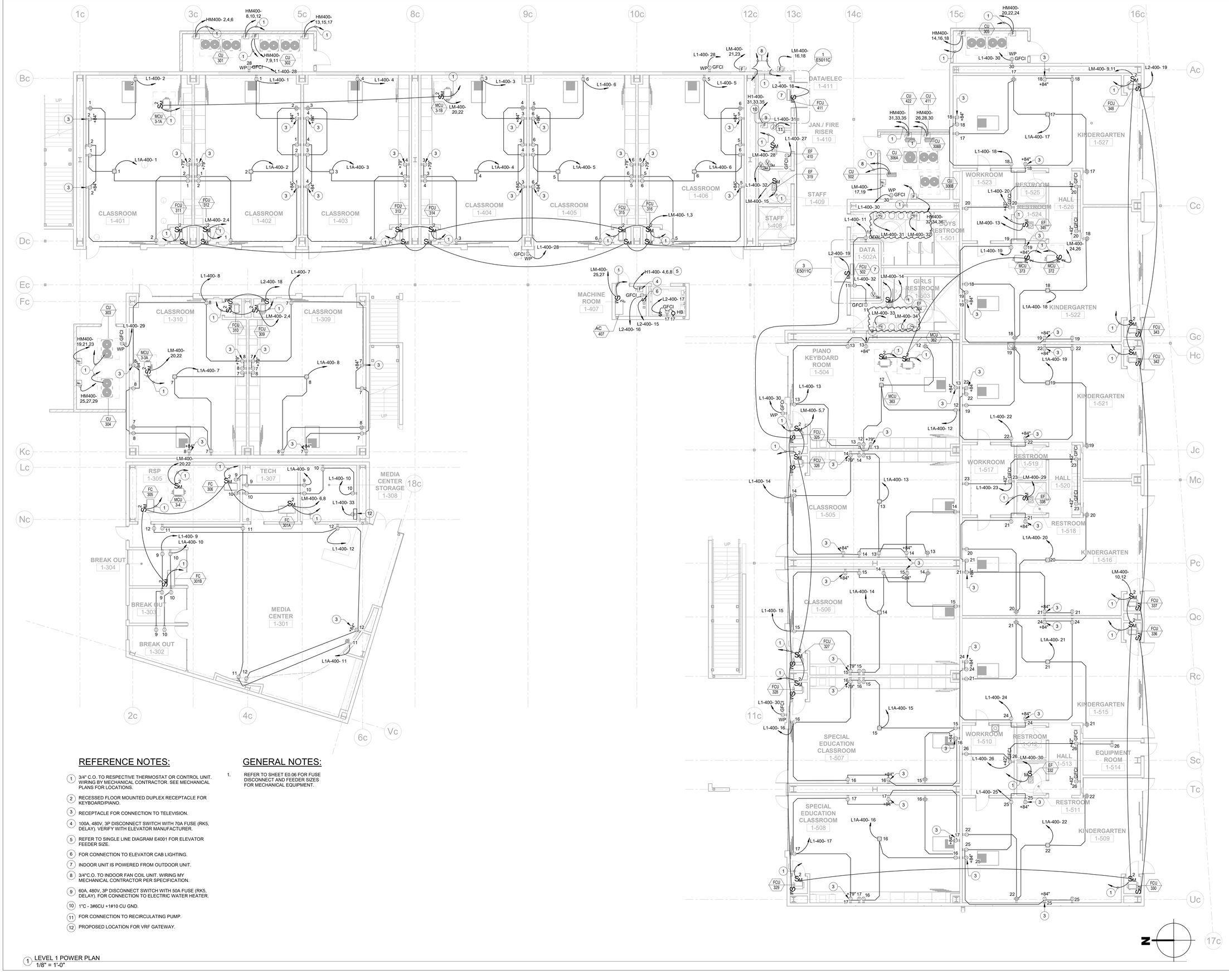
Awaiting an Official Response

All Replies:

Attached are Drawings showing hand dryer power.
Bahram Roshanian
3/14/2023

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

BY **DATE** **COPIES TO**



REFERENCE NOTES:

1. 3/4" C.O. TO RESPECTIVE THERMOSTAT OR CONTROL UNIT. WIRING BY MECHANICAL CONTRACTOR. SEE MECHANICAL PLANS FOR LOCATIONS.
2. RECESSED FLOOR MOUNTED DUPLEX RECEPTACLE FOR KEYBOARD/PIANO.
3. RECEPTACLE FOR CONNECTION TO TELEVISION.
4. 100A, 480V, 3P DISCONNECT SWITCH WITH 70A FUSE (RK5, DELAY). VERIFY WITH ELEVATOR MANUFACTURER.
5. REFER TO SINGLE LINE DIAGRAM E4001 FOR ELEVATOR FEEDER SIZE.
6. FOR CONNECTION TO ELEVATOR CAB LIGHTING.
7. INDOOR UNIT IS POWERED FROM OUTDOOR UNIT.
8. 3/4"C.O. TO INDOOR FAN COIL UNIT. WIRING MY MECHANICAL CONTRACTOR PER SPECIFICATION.
9. 60A, 480V, 3P DISCONNECT SWITCH WITH 50A FUSE (RK5, DELAY). FOR CONNECTION TO ELECTRIC WATER HEATER.
10. 1"C - 3#6CU +1#10 CU GND.
11. FOR CONNECTION TO RECIRCULATING PUMP.
12. PROPOSED LOCATION FOR VRF GATEWAY.

GENERAL NOTES:

1. REFER TO SHEET E0.06 FOR FUSE DISCONNECT AND FEEDER SIZES FOR MECHANICAL EQUIPMENT.

1 LEVEL 1 POWER PLAN
1/8" = 1'-0"

CLIENT

OXNARD SCHOOL DISTRICT

220 S. Driskill St, Oxnard, CA 93030

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ISSUES

NO	ISSUANCE	DATE
	RFI#076	01/27/2021
2	RFI#295	3/14/2023
	RFI#124	03/31/2022
1B	ADDENDUM 1B	04/30/2021
3A	ADDENDUM 3A	07/02/2021

CONSULTANTS

roshanian &associates
ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
5434 WILSHIRE BLVD, SUITE #610
LOS ANGELES, CA 90048
TEL: (323) 933-5252
FAX: (323) 933-5589
FAX: (323) 933-5589
www.roshanian.com

REGISTERED PROFESSIONAL ENGINEER BEHROOM "ROSHANIAN" NO. E-13125 REN. 06-30-23 ELECTRICAL 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 CRAIG ATKINSON No. C25387 REN. 4/21 STATE OF CALIFORNIA

PRIME CONSULTANT

IBI
315 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: **1/8" = 1'-0"**	DATE: **06/05/2019**

SHEET TITLE

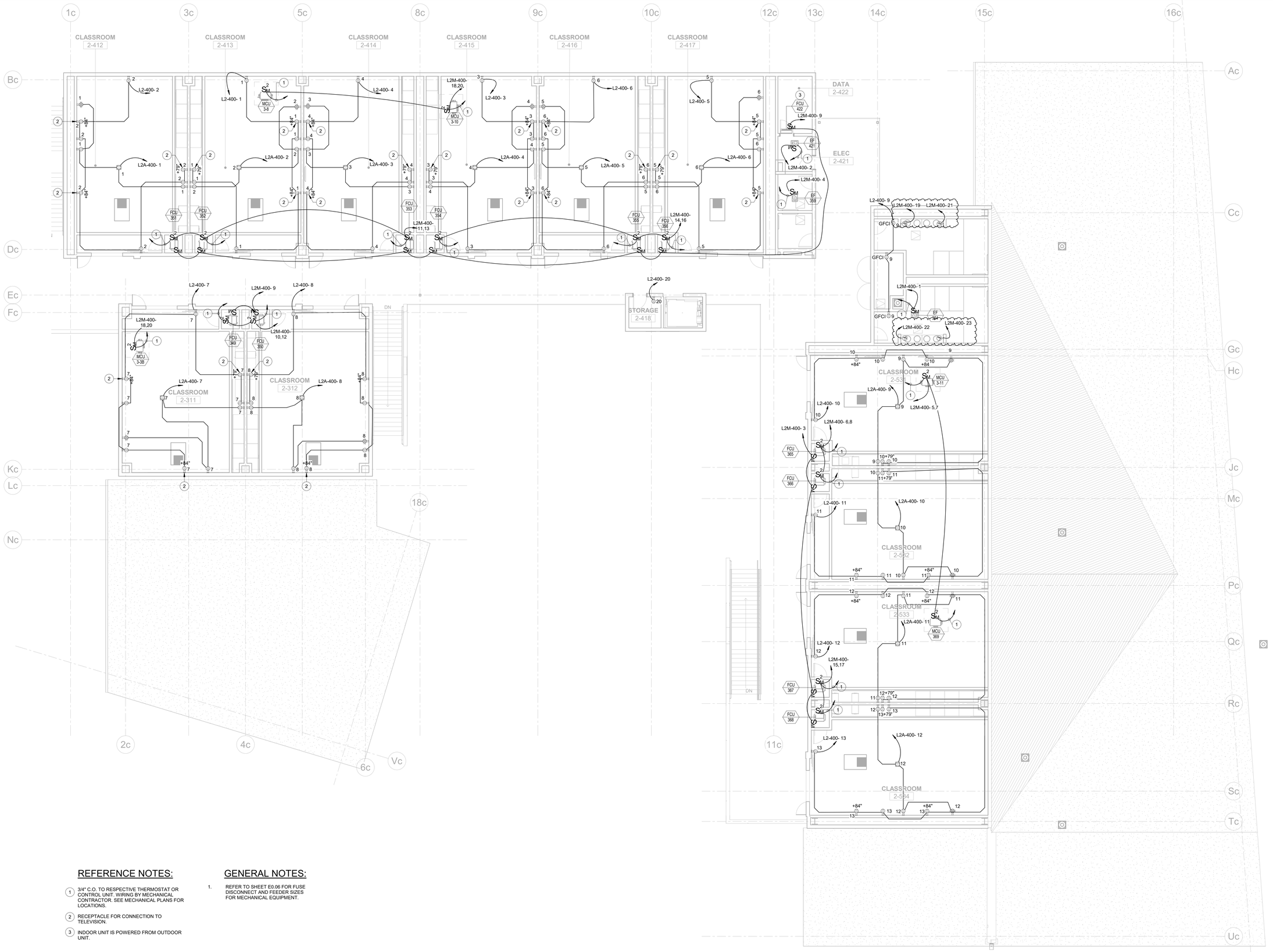
BUILDING C - LEVEL 1 POWER PLAN

SHEET NUMBER **E2311C**

ISSUE

SCALE CHECK: 1 in

BIM 360://Rose Elementary School/ATW-109990-RoseES-BLDG03-E-V20.rvt



REFERENCE NOTES:

1. 3/4" C.O. TO RESPECTIVE THERMOSTAT OR CONTROL UNIT. WIRING BY MECHANICAL CONTRACTOR. SEE MECHANICAL PLANS FOR LOCATIONS.
2. RECEPTACLE FOR CONNECTION TO TELEVISION.
3. INDOOR UNIT IS POWERED FROM OUTDOOR UNIT.

GENERAL NOTES:

1. REFER TO SHEET E0.06 FOR FUSE DISCONNECT AND FEEDER SIZES FOR MECHANICAL EQUIPMENT.

1 LEVEL 2 POWER PLAN
1/8" = 1'-0"

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OXNARD SCHOOL DISTRICT

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ISSUES

NO	ISSUANCE	DATE
2	RFI#295	3/14/2023
1B	ADDENDUM 1B	04/30/2021
3A	ADDENDUM 3A	07/02/2021

CONSULTANTS

roshanian &associates
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5404 WILSHIRE BLVD, SUITE #610
LOS ANGELES, CA 90048
TEL: (323) 933-5252
FAX: (323) 933-5589
FAX: (323) 933-5589
www.roshanian.com

REGISTERED PROFESSIONAL ENGINEER — BEHROOM "ROSHANIAN" — NO. E-13125 — REN. 06-30-23 — ELECTRICAL — STATE OF CALIFORNIA

AGENCY INFORMATION:

AGENCY TRACKING NO	FILE NO
72536-107	56-22

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LICENSED ARCHITECT — CRAIG ATKINSON — No. C25387 — REN. 4/21 — STATE OF CALIFORNIA

PRIME CONSULTANT

IBI
315 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: **1/8" = 1'-0"**	DATE: **06/05/2019**

SHEET TITLE

BUILDING C - LEVEL 2 POWER PLAN

SHEET NUMBER E2321C

ISSUE

SCALE CHECK 1 in. 15mm

BIM 360://Rose Elementary School/ATW-109990-RoseES-BLDG03-E-V20.rvt

Branch Panel: LM-400

Location: DATA/ELEC 1-411
Supply From: TR-LM400
Mounting: Surface
Enclosure: Type 1

Volts: 120/208 Wye
Phases: 3
Wires: 4

A.I.C. Rating: 10kA
Mains Type: MCB
Mains Rating: 225 A
MCB Rating: 225 A

Notes:

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	FCU-314, 313, 315, 316, 321 - 1ST FLOOR	20 A	2	1246 VA	1581 VA					2	20 A	FCU-309, 310, 311, 312 - 1ST FLOOR	2
3	--	--	--			1246 VA	1581 VA			--	--	--	4
5	FCU-325, 326, 327, 328, 329 - 1ST FLOOR	20 A	2					1581 VA	1112 VA	2	20 A	FCU-301A, 301B, 305, 306 - 1ST FLOOR	6
7	--	--	--	1581 VA	1112 VA					--	--	--	8
9	FCU-342, 343, 348 - 1ST FLOOR	20 A	2			1186 VA	1581 VA			2	20 A	FCU-330, 336, 337 - 1ST FLOOR	10
11	--	--	--					1186 VA	1581 VA	--	--	--	12
13	EF-345 - 1ST FLOOR	20 A	1	1656 VA	1656 VA					1	20 A	EF-324 - 1ST FLOOR	14
15	EF-319 - 1ST FLOOR	15 A	1			864 VA	1134 VA			2	20 A	CU-411 - 1ST FLOOR	16
17	CU-502	20 A	2					1134 VA	1134 VA	--	--	--	18
19	--	--	--	1134 VA	279 VA					2	20 A	MCU-1ST FLOOR	20
21	CU-422	20 A	2			1134 VA	279 VA			--	--	--	22
23	--	--	--					1134 VA	241 VA	2	20 A	MCU-1ST FLOOR	24
25	AC-407	15 A	2	697 VA	241 VA					--	--	--	26
27	--	--	--			697 VA	864 VA			1	15 A	EF-410 - 1ST FLOOR	28
29	EF-338-1ST FLOOR	20 A	1					1656 VA	1656 VA	1	20 A	EF-332 - 1ST FLOOR	30
31	HAND DRYER BOYS RESTROOM 1-501	20 A	1	1750 VA	1750 VA					1	20 A	HAND DRYER BOYS RESTROOM 1-501	32
33	HAND DRYER GIRLS RESTROOM 1-503	20 A	1			1750 VA	1750 VA			1	20 A	HAND DRYER GIRLS RESTROOM 1-503	34
35													36
37	PANELBOARD L2M-400	100 A	3	7353 VA									38
39	--	--	--			9482 VA							40
41	--	--	--					5637 VA					42
		Total Load:		22036 VA		23547 VA		18050 VA					
		Total Amps:		189 A		201 A		150 A					

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
HVAC	49633 VA	101.14%	50200 VA		
Power	14000 VA	100.00%	14000 VA	**Total Conn. Load:**	63633 VA
				Total Est. Demand:	64200 VA
				Total Conn.:	177 A
				Total Est. Demand:	178 A

Notes:

Branch Panel: L2M-400

Location: ELEC 2-421
Supply From: LM-400
Mounting: Surface
Enclosure: Type 1

Volts: 120/208 Wye
Phases: 3
Wires: 4

A.I.C. Rating: 10kA
Mains Type: MCB
Mains Rating: 100 A
MCB Rating: 100 A

Notes:

CKT	Circuit Description	Trip	Poles	A		B		C		Poles	Trip	Circuit Description	CKT
1	EF-364 - 2ND FLOOR	20 A	1	1656 VA	456 VA					1	15 A	EF-421 2ND FLR	2
3	CONDENSATE PUMP	20 A	1			480 VA	1656 VA			1	15 A	EF-359 - 2ND FLOOR	4
5	MCU-2ND FLOOR	20 A	2					139 VA	790 VA	2	20 A	FCU-365, 366 - 2ND FLOOR	6
7	--	--	--	139 VA	790 VA					--	--	--	8
9	CONDENSATE PUMP	20 A	1			1080 VA	790 VA			2	20 A	FCU-349, 350 - 2ND FLOOR	10
11	FCU-351, 352, 353 - 2ND FLOOR	20 A	2					1186 VA	790 VA	--	--	--	12
13	--	--	--	1186 VA	1186 VA					2	20 A	FCU- 354, 355, 356 - 2ND FLOOR	14
15	FCU-367, 368 - 2ND FLOOR	20 A	2			790 VA	1186 VA			--	--	--	16
17								790 VA	190 VA	2	20 A	MCU-2ND FLOOR	18
19	HAND DRYER BOYS RESTROOM 2-5XX	20 A	1	1750 VA	190 VA								20
21	HAND DRYER BOYS RESTROOM 2-5XX	20 A	1			1750 VA	1750 VA			1	20 A	HAND DRYER GIRLS RESTROOM 2-5XX	22
23	HAND DRYER GIRLS RESTROOM 2-5XX	20 A	1					1750 VA					24
25													26
27													28
29													30
31													32
33													34
35													36
37													38
39													40
41													42
		Total Load:		7353 VA		9482 VA		5637 VA					
		Total Amps:		63 A		81 A		47 A					

Legend:

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
HVAC	15472 VA	102.68%	15886 VA		
Power	7000 VA	100.00%	7000 VA	**Total Conn. Load:**	22472 VA
				Total Est. Demand:	22886 VA
				Total Conn.:	62 A
				Total Est. Demand:	64 A

Notes:

LM-400	L2M-400
-	-

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OXNARD SCHOOL DISTRICT

220 S. Driskill St, Oxnard, CA 93030

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ISSUES

NO	ISSUANCE	DATE
2	RFI#295	3/14/2023
3A	ADDENDUM 3A	07/07/2021

CONSULTANTS

roshanian &associates
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6404 WILSHIRE BLVD, SUITE #610
LOS ANGELES, CA 90048
TEL: (323) 933-5252
FAX: (323) 933-5589
FAX: (323) 933-5589
www.roshanian.com

REGISTERED PROFESSIONAL ENGINEER — BEHROOM ROSHANIAN — NO. E-13125 — REN. 06-30-23 — ELECTRICAL — STATE OF CALIFORNIA

AGENCY INFORMATION:

AGENCY TRACKING NO 72538-107 | FILE NO 56-22

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OFFICE OF REGULATION SERVICES
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LICENSED ARCHITECT — CRAIG ATKINSON — No. C25387 — REN. 4/21 — STATE OF CALIFORNIA

PRIME CONSULTANT

IBI
315 W 9th Street, Suite 600
Los Angeles, CA 90015
tel (213) 769-0011 fax
fax(213)-769-0016

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:
	06/05/2019

SHEET TITLE

BUILDING C - PANEL SCHEDULES

SHEET NUMBER E9003C

ISSUE

SCALE CHECK: 1 in

BIM 360://Rose Elementary School/ATW-109990-RoseES-BLDG03-E-V20.rvt

Contingency Draw Request (CDR)

Owner	[X]	Oxnard School District
Architect	[X]	IBI Group
Contractor	[X]	Balfour Beatty
PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 153

Date: 12-21-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 167 - CDR 153 - RFI 294.1 Parent Drop Off - Light Pole Locations Provide labor, material, and equipment to install move the conduits and add pull boxes due to the relocation of (3) light standards located in the Parent Drop Off to avoid the Crowne Castle/Frontier underground conduits per RFI 294.1	$ 3,023.00

☐ The cost of this work will be drawn from Contractor Contingency:

☑ The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By :	By:
Date: 2023-12-21	Date:	Date:

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	12-21-2023
Permit Number:	DSA# 03-119284	Change Event No.:	303
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 167 - CDR 153 - RFI 294.1 Parent Drop Off - Light Pole Locations

Provide labor, material, and equipment to install move the conduits and add pull boxes due to the relocation of (3) light standards located in the Parent Drop Off to avoid the Crowne Castle/Frontier underground conduits per RFI 294.1

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Taft Electric (Labor)	$	2,132.85		
Taft Electric (Material)	$	343.89		
Taft Electric (Direct Job Expenses)	$	546.06		
		Subtotal B:	**$**	**3,023.00**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1.5%		**Subtotal E:**	**$**	**-**
Grand Total = (A + B + C + D + E)			**$**	**3,023.00**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2023-12-21

Print Name & Title (General Contractor) — Signature — Date

Taft Electric Company
1694 Eastman Ave, Ventura, CA 93003
Lic. #772245 | PWC #1000000149
(805) 642-0121

CHANGE ORDER REQUEST

COR #027 Parent drop off light pole relocation CE#167

To:	Raphael Alamillo Project Manager Balfour Betty 300 E. Esplanade Drive #1120 Oxnard, CA 93036	**From:** **Phone:** **Email:**	Tim Harris Project Manager (805) 320-1623 tharris@taftelectric.com
Phone: **Email:** **CC:**	(805) 206-8614 RAlamillo@balfourbettyus.com	**Date Issued:**	12-20-23

Requested Amount:	$	$3,023.00

The change in scope for the amount requested above is as follows:

COR #0267
The Survey put the light pole base on curb face. We had to hand dig to move the conduit and add a pull box.

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:

Tim Harris Date
Project Manager
Taft Electric Company

Approved By:

Raphael Allamillo Date
Project Manager
Balfour Betty Corporation

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Rose Ave Elementary JOB# 22-2338 TEC COR#: 27

CUST RFP#: CE#167

COR DESCRIPTION: DATE: 12/20/2023

Parent Drop off light pole relocation CE#167

TAKE OFF			
	DESCRIPTION	MATERIAL	HOURS
Conest		$258.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
	TOTAL	$258.00	0.00

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	$7.74
9.25%	SALES TAX	$24.58
3.00%	MATERIAL HANDLING	$8.71
0.00%		$0.00
	SUBTOTAL MATERIAL	$299.03
15.00%	OVERHEAD & PROFIT	$44.85
	TOTAL TAKEOFF MATERIAL	$343.89

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL QUOTES	$0.00
9.25%	SALES TAX	$0.00
0.00%	MATERIAL HANDLING	$0.00
0.00%		$0.00
0.00%		$0.00
	SUBTOTAL QUOTES	$0.00
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL QUOTES	$0.00

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL SUBCONTRACTS	$0.00
5.00%	OVERHEAD & PROFIT	$0.00
	TOTAL SUBCONTRACTS	$0.00

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
Reg Shift Foreman	3.00	$95.25	$285.75
Full OT Foreman	0.00	$138.97	$0.00
OT Prem Foreman	0.00	$0.00	$0.00
DT Prem Foreman	0.00	$167.60	$0.00
OT Shift Foreman	0.00	$128.81	$0.00
Reg Shift JW	10.00	$84.29	$842.90
Full OT JW	0.00	$126.43	$0.00
OT Prem Crew	0.00	$0.00	$0.00
DT Prem Crew	0.00	$155.18	$0.00
OT Shift Crew	0.00	$119.49	$0.00
CAD Drafter	0.00	$0.00	$0.00
Apprentice 70%	10.00	$72.60	$726.00
Full Apprentice OT	0.00	$103.42	$0.00
0.00%			$0.00
0.00%			$0.00
		SUBTOTAL LABOR	$1,854.65
15.00%		OVERHEAD & PROFIT	$278.20
		TOTAL LABOR	$2,132.85

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
2.00%	AS BUILTS / O&M'S	$49.53
0.00%	PERMIT FEES	$0.00
0.00%	ESTIMATING	$0.00
0.00%	CAD / DRAFTING	$0.00
0.00%	REPRODUCTION COSTS	$0.00
3.00%	TOOLING RENTAL	$351.00
0.00%	Roto Hammer	$0.00
3.00%	Fuel Surcharge	$74.30
0.00%	Dirt Tamper/ wacker	$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%	WARRANTY	$0.00
0.00%		$0.00
	SUBTOTAL DJE	$474.84
15.00%	OVERHEAD & PROFIT	$71.23
	TOTAL DJE	$546.06

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL	$343.89
	QUOTED MATERIAL	$0.00
	SUBCONTRACTORS	$0.00
	LABOR EXPENSES	$2,132.85
	DIRECT JOB EXPENSES	$546.06
	SUBTOTAL CHANGE REQUEST	$3,022.79
0.00%	Bond	$0.00
	CHANGE PROPOSAL TOTAL	$3,023

99-020-01

TIME & MATERIALS INVOICE

Balfour Beatty Construction

Rose Ave Elementary School

220 South Cricket Street, CA 93030

Bill To

Customer Name: Oxnard Scchool District

Project Name: Rose Ave Elementarty School -15650001

Cost Event Number: CE 0167-INT

Totals

Mater

Labor

Invoic

Equipment Parent Drop off

Equipment Description	Quantity	Cost Per Item	Total	Notes
GENERATOR	1		7	
SDS MAX	1		7	
TOTAL			0	

Labor

Labor Description	Quantity	Cost Per Item	Total	Notes
ROBERT HERRERA	1		7	JOURNEYMAN
BRIAN BROOKES	1		7	4TH YEAR APPRENTICE
RON FRANCO	1		2	MANAGE/WRITE UP
TRENCHING 11' FROM LIGHT POLE STANDARD TO ORIGINAL LOCATION OF CONDUITS				
RUNNING 1" PVC FROM THE OLD LIGHT POLE LOCATION TO THE NEW.				
CREATE MATERIAL LIST FOR COMPLETION.				
TOTAL			0	

Material

Material Description	Quantity	Cost Per Item	Total	Notes
TOTAL				

Quantities verified by: RON FRANCO Date Work Performed: 06-27-2023

DSA IOR for Tim Hoyt - * No Cost Implied

Submitted by:

Balfour Beatty

99-020-02

TIME & MATERIALS INVOICE

Balfour Beatty Construction

Rose Ave. Elementary School

220 South Driskill Street, CA 93030

Bill To

Customer Name	Oxnard Scchool District	Totals Mate
Project Name	Rose Ave Elementarty School -15650001	Labor
Cost Event Number	CE 0167-INT	Invoic

Equipment Parent Drop off light pole standards

Equipment Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Labor

Labor Description	Quantity	Cost Per Item	Total	Notes
ROBERT HERRERA	1		3	JOURNEYMAN
BRIAN BROOKES	1		3	4TH YEAR APPRENTICE
RON FRANCO	1		1	MANAGE/WRITE UP
Expose more of the pvc conduit. Cut back and installed ocal 90* and added riser. Backfill trench. Work complete.				
TOTAL			0	

Material

Material Description	Quantity	Cost Per Item	Total	Notes
OCAL 90* STUBS				
OCAL 1" X 24" NIPPLES				
1" OCAL COUPLINGS				
1" PVC FEMALE ADAPTERS				
1 GROUND BOX				OLD CASTLE PRECAST F08
TOTAL				

Quantities verified by: RON FRANCO Date Work Performed: 06-28-2023

DSA IOR IOR Tim Hoyt * No Cost Implied

Submitted by:

Balfour Beatty

RFI #--294.1

Balfour Beatty

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

Parent Drop Off - Light Pole Locations

TO:	Ruben Ruiz **(IBI Group)**	**FROM:**	Filbert Carbajal **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	05/05/2023	**STATUS:**	Open
LOCATION:	EXTERIOR>PARENT DROP OFF	**DUE DATE:**	05/12/2023
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	No
COST IMPACT:	No	**SPEC SECTION:**	26 50 00 - Lighting
DRAWING NUMBER:	E1001, E1005	**REFERENCE:**	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Filbert Carbajal (Balfour Beatty) at 08:52 AM on 05/05/2023

The 1st fixture (furthest North) and 2nd fixture are in line with the Old Castle/Frontier underground conduits. We are proposing to relocate the (3) fixtures into the parking lot islands to avoid the Old Castle/Frontier underground conduits. Please confirm if this is acceptable.

Attachments:
RFI Light Pole Relocation.pdf

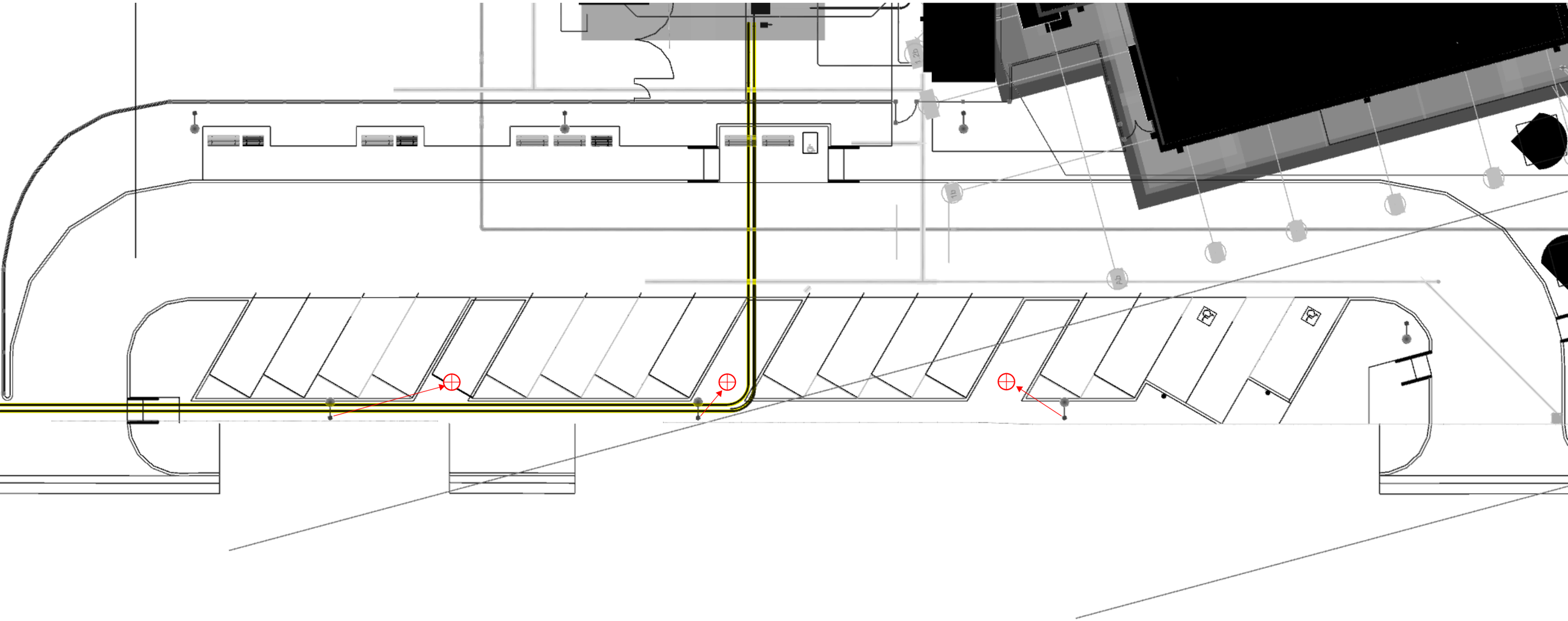
Awaiting an Official Response

All Replies:

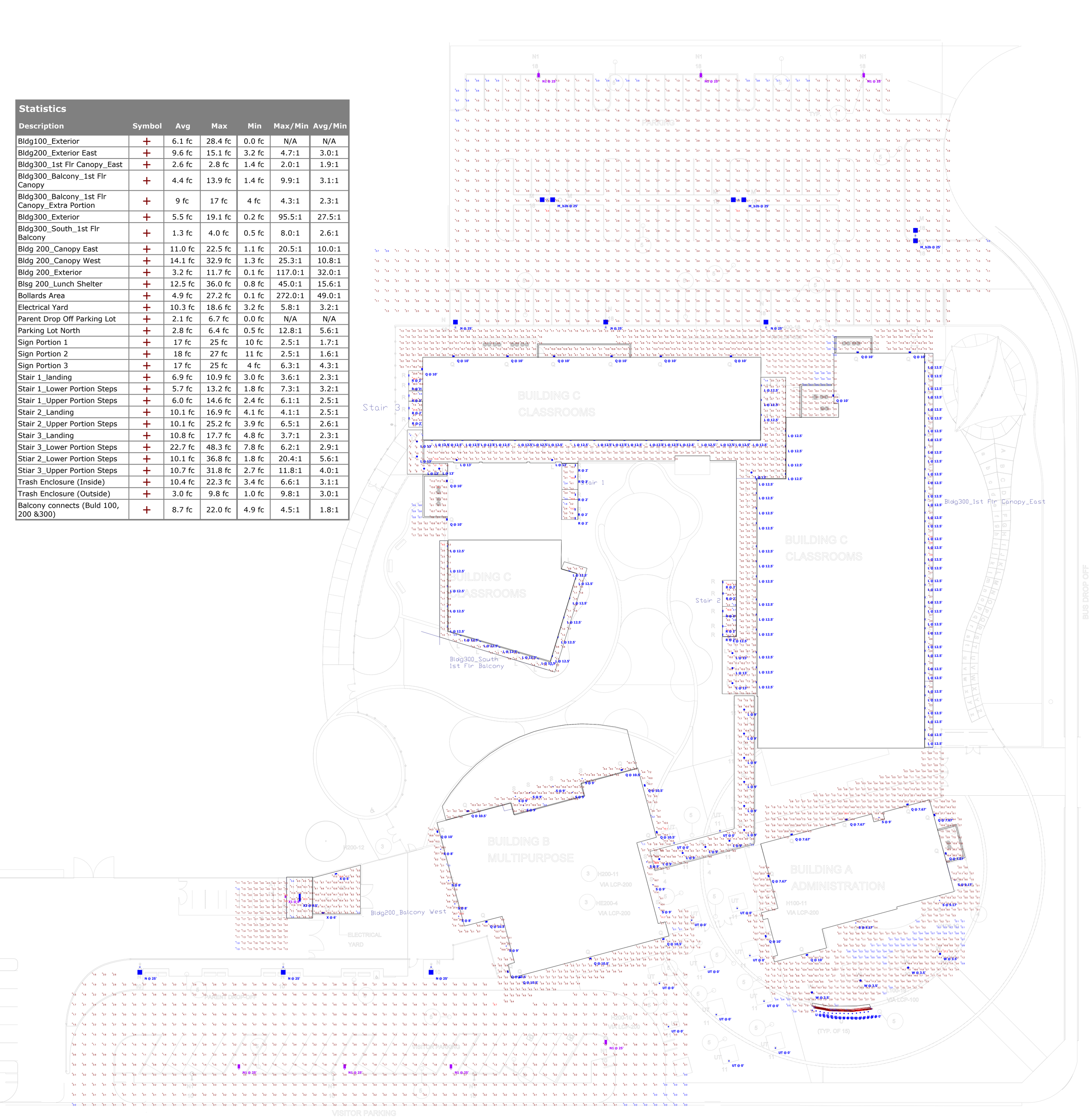
The pole relocation is acceptable.
Bahram Roshanian
6/1/2023

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

BY **DATE** **COPIES TO**


X: 157ft 1.685 Y: -107ft 11.672 Z: 237ft 8.648
2'-6"
2'-6"

Statistics						
Description	**Symbol**	**Avg**	**Max**	**Min**	**Max/Min**	**Avg/Min**
Bldg100_Exterior	+	6.1 fc	28.4 fc	0.0 fc	N/A	N/A
Bldg200_Exterior East	+	9.6 fc	15.1 fc	3.2 fc	4.7:1	3.0:1
Bldg300_1st Flr Canopy_East	+	2.6 fc	2.8 fc	1.4 fc	2.0:1	1.9:1
Bldg300_Balcony_1st Flr Canopy	+	4.4 fc	13.9 fc	1.4 fc	9.9:1	3.1:1
Bldg300_Balcony_1st Flr Canopy_Extra Portion	+	9 fc	17 fc	4 fc	4.3:1	2.3:1
Bldg300_Exterior	+	5.5 fc	19.1 fc	0.2 fc	95.5:1	27.5:1
Bldg300_South_1st Flr Balcony	+	1.3 fc	4.0 fc	0.5 fc	8.0:1	2.6:1
Bldg 200_Canopy East	+	11.0 fc	22.5 fc	1.1 fc	20.5:1	10.0:1
Bldg 200_Canopy West	+	14.1 fc	32.9 fc	1.3 fc	25.3:1	10.8:1
Bldg 200_Exterior	+	3.2 fc	11.7 fc	0.1 fc	117.0:1	32.0:1
Blsg 200_Lunch Shelter	+	12.5 fc	36.0 fc	0.8 fc	45.0:1	15.6:1
Bollards Area	+	4.9 fc	27.2 fc	0.1 fc	272.0:1	49.0:1
Electrical Yard	+	10.3 fc	18.6 fc	3.2 fc	5.8:1	3.2:1
Parent Drop Off Parking Lot	+	2.1 fc	6.7 fc	0.0 fc	N/A	N/A
Parking Lot North	+	2.8 fc	6.4 fc	0.5 fc	12.8:1	5.6:1
Sign Portion 1	+	17 fc	25 fc	10 fc	2.5:1	1.7:1
Sign Portion 2	+	18 fc	27 fc	11 fc	2.5:1	1.6:1
Sign Portion 3	+	17 fc	25 fc	4 fc	6.3:1	4.3:1
Stair 1_landing	+	6.9 fc	10.9 fc	3.0 fc	3.6:1	2.3:1
Stair 1_Lower Portion Steps	+	5.7 fc	13.2 fc	1.8 fc	7.3:1	3.2:1
Stair 1_Upper Portion Steps	+	6.0 fc	14.6 fc	2.4 fc	6.1:1	2.5:1
Stair 2_Landing	+	10.1 fc	16.9 fc	4.1 fc	4.1:1	2.5:1
Stair 2_Upper Portion Steps	+	10.1 fc	25.2 fc	3.9 fc	6.5:1	2.6:1
Stair 3_Landing	+	10.8 fc	17.7 fc	4.8 fc	3.7:1	2.3:1
Stair 3_Lower Portion Steps	+	22.7 fc	48.3 fc	7.8 fc	6.2:1	2.9:1
Stiar 2_Lower Portion Steps	+	10.1 fc	36.8 fc	1.8 fc	20.4:1	5.6:1
Stiar 3_Upper Portion Steps	+	10.7 fc	31.8 fc	2.7 fc	11.8:1	4.0:1
Trash Enclosure (Inside)	+	10.4 fc	22.3 fc	3.4 fc	6.6:1	3.1:1
Trash Enclosure (Outside)	+	3.0 fc	9.8 fc	1.0 fc	9.8:1	3.0:1
Balcony connects (Buld 100, 200 &300)	+	8.7 fc	22.0 fc	4.9 fc	4.5:1	1.8:1



Plan View

Scale - 1" = 16ft

Schedule										
Symbol	**Label**	**Quantity**	**Manufacturer**	**Catalog Number**	**Description**	**Number Lamps**	**Filename**	**Lumens Per Lamp**	**Light Loss Factor**	**Wattage**
	L	112	Kenall	MR13FFL-PP-MW-20L40K-DCC-DV	MR13FD	72	MR13FFL-PP-MW-20L40K-DCC-DV.ies	30	0.9	23.56
	M_b2b	3	Lithonia Lighting	KAX1 LED P2 40K R4 MVOLT (back to back)	KAX AREA SERIES SIZE 1, PERFORMANCE PACKAGE 2, 4000 K, TYPE 4, 120-277V	1	Y1_KAX1_LED_P2_40K_R4_MVOLT.ies	11817	0.9	192
	N	6	Lithonia Lighting	KAX1 LED P2 40K R3 MVOLT	KAX AREA SERIES SIZE 1, PERFORMANCE PACKAGE 2, 4000 K, TYPE 3, 120-277V	1	Y2_KAX1_LED_P2_40K_R3_MVOLT.ies	11402	0.9	96
	N1	7	Lithonia Lighting	KAX1 LED P1 40K R3 MVOLT HS	KAX AREA SERIES SIZE 1, PERFORMANCE PACKAGE 1, 4000 K, TYPE 3, 120-277V, HOUSE-SIDE SHIELD	1	KAX1_LED_P1_40K_R3_MVOLT_HS.ies	4774	0.9	50
	Q	30	Lithonia Lighting	WST LED P2 40K VW MVOLT	WST LED, Performance package 2, 4000 K, visual comfort wide, MVOLT	1	WST_LED_P2_40K_VW_MVOLT.ies	3511	0.9	25
	R	15	Kenall	MS11EL-PP-MW-10L40K--DCC-DC	MS11EL Series	36	MS11EL-PP-MW-10L40K-DCC-DC.ies	28	0.9	12.82
	S	18	Lithonia Lighting	LDN4 40/20 LO4AR LD	4IN LDN, 4000K, 2000LM, 80 CRI, CLEAR, MATTE DIFFUSE REFLECTOR	1	LDN4_40_20_LO4AR_LD.ies	1737	0.9	22.52
	U	15	ERCO GmbH	33439000_V08	Tesis In-ground luminaire	1	erco-33439-000-en--ies-01.ies	610	0.8	10
	UT	12	Hydrel	PDX4 SS 9LED WHT30K MVOLT SP FLC 12S TKO		1	LDN4_40_20_LO4AR_LD.ies	1737	0	0
	W	4	Lithonia Lighting	DSXB LED 16C 700 40K SYM	D-SERIES BOLLARD WITH 16 4000K LEDS OPERATED AT 700mA AND SYMMETRIC DISTRIBUTION	1	DSXB_LED_16C_700_40K_SYM.ies	3009	0.9	39
	X	2	Lithonia Lighting	DSXW1 LED 20C 700 40K T4M MVOLT	DSXW1 LED WITH (2) 10 LED LIGHT ENGINES, TYPE T4M OPTIC, 4000K, @ 700mA.	1	DSXW1_LED_20C_700_40K_T4M_MVOLT.ies	5343	0.9	45.7
	X1	1	Lithonia Lighting	DSXW1 LED 20C 700 40K T4M MVOLT	DSXW1 LED WITH (2) 10 LED LIGHT ENGINES, TYPE T4M OPTIC, 4000K, @ 700mA.	1	DSXW1_LED_20C_700_40K_T4M_MVOLT.ies	5343	0.9	45.7
	X2	1	Lithonia Lighting	SPX 1x4 4800LM 80CRI 40K MPL MVOLT	Recessed Ambient, 1ft X 4ft, 4800 Lumens, 80 CRI, 4000K, Micro Prism Lens, 120-277V	1	SPX_1x4_4800LM_80CRI_40K_MPL_MVOLT.ies	4740	0.9	36.21

Contingency Draw Request (CDR)

Owner	[X]	Oxnard School District
Architect	[X]	IBI Group
Contractor	[X]	Balfour Beatty
PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 154

Date: 1-4-2024

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 305 - CDR 154 - RFI 528 Custodian Shelf Product Clarification Provide labor, material, and equipment to provide shelf unit at Custodian Rooms due to spec section 10 28 00 specifying broom holders without shelves per RFI 528.	$ 2,201.06

☐ 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	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2024-01-04	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	1-4-2024
Permit Number:	DSA# 03-119284	Change Event No.:	305
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 305 - CDR 154 - RFI 528 Custodian Shelf Product Clarification

Provide labor, material, and equipment to provide shelf unit at Custodian Rooms due to spec section 10 28 00 specifying broom holders without shelves per RFI 528.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Inland Building	$	2,201.06		
		Subtotal B:	**$**	**2,201.06**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1.5%		**Subtotal E:**	**$**	**-**
Grand Total = (A + B + C + D + E)			**$**	**2,201.06**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2024-01-04

Print Name & Title (General Contractor) — Signature — Date

Inland Building Construction Companies, Inc.

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: 3
PCO Date: Jan 4, 2024
PCO Valid for 30 Days

Attention: Balfour Beatty Construction

From: Cliff Rodrick, cliff@ibccinc.com

Description of Work
COR #03 - CE# - RFI #528 Mop shelves Furnish and install shelves adjacent to mop racks per RFI#528. Excludes any framing and/or backing.

Self-Perform Work

Description	Cost	Markup %	Markup	Price
Bond & Insurance	$53.59	%	$	$53.59
Textura Fees	$4.83	%	$	$4.83

Subcontract Work

Vendor	Cost	Markup %	Markup	Price
YTI Enterprises Inc	$2,040.61	5.00%	$	$2040.61

Summary	
Total Cost	$2,099.03
Total Markup	$102.03
Subtotal	$2,201.06
Additional Days	0.00

323 South Sierra Way
San Bernardino, CA 92408
909-884-6276
www.ibccinc.com

YTI Enterprises,Inc.

1260 S State College Pkwy, Anaheim, CA. 92806
Tel:714.817.9637 Fax:714.817.9428

CHANGE ORDER - ROSE#A

Date: 12/21/2023
Sub Contractor: **YTI ENTERPRISES, INC**
Project: **Rose Avenue**
GC: **Inland**

Cause of Change Order: RFI#528
Change Order work scope description: Add 3 Custodian Shelf

LABOR COST

No.	DESCRIPTION	Labor Class	Total Man Hours	Labor Hourly Rate	TOTAL
1	Add 3 each Bradley 7512-36 Shelf	5146	5	$76.53	$382.65
				Labor Sub Total (A):	$382.65

MATERIAL / EQUIPMENT COST

No.	DESCRIPTION	QTY	Unit Price		TOTAL
1	Add 3 each Bradley 7512-36 Shelf	3	$ 393.52		$1,180.56
				Sub Total:	$1,180.56
				Tax (9.0%):	$106.25
				Shipping + Handling + Admin:	$186.54
				Material / Equipment Sub Total (B):	$1,473.35
				Sub Total (Labor & Material) (A & B):	$1,856.00
				Overhead & Profit 10% (C):	$185.60
				Sub -Contractor Direct Cost Total (A+B+C):	$2,041.60

Approved By:_____

Sign: _____

Date: _____

RFI #--528

Balfour Beatty

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

Custodian Shelf Product Clarification

TO:	Ruben Ruiz **(Arcadis)** Ruben Ruiz **(Arcadis)** Linda Iversen **(Arcadis)**	**FROM:**	Ivan Hurtado Vazquez **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	11/20/2023	**STATUS:**	Open
LOCATION:		**DUE DATE:**	12/04/2023
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	~~TBD~~ No Schedule Impact
COST IMPACT:	~~TBD~~ No Cost Impact Called out in Drawings	**SPEC SECTION:**	10 28 00 - Toilet Accessories
DRAWING NUMBER:		**REFERENCE:**	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Ivan Hurtado Vazquez (Balfour Beatty) at 01:21 PM on 11/20/2023

Per Plan Sheets A6013C, A6014C, A6011B,& A6012A, some elevation views for the custodian rooms call out keynote 18, a mop-broom holder W/ shelf, but the only available reference is the mop holder in the specifications. In spec section 10 28 00 (Toilet Accessories), the only products identified are the broom holders; no shelf was called out for in the specifications. Please provide a desired shelf for the custodian rooms if required.

Awaiting an Official Response

All Replies:

As point of clarification, shelving unit already provided in Building B-Custodian Room by Food Service sub-contractor.
Provide shelf unit at Custodian Rooms to match:
Bradley Corp. Model 7512-12 x 36" (see attached cut sheet.)
Coordinate locations per recent discussions with IOR.

Ruben R.
Arcadis/ IBI
12/05/2023

BY **DATE** **COPIES TO**

Surface-mounted shelf:

○ **Model 7510-XX (10" depth, specify length)**

○ **Model 7512-XX (12" depth, specify length)**

Product Materials

SHELF: 18 gauge stainless steel with exposed surfaces in architectural satin finish.

BRACKETS: 16 gauge stainless steel.

Installation

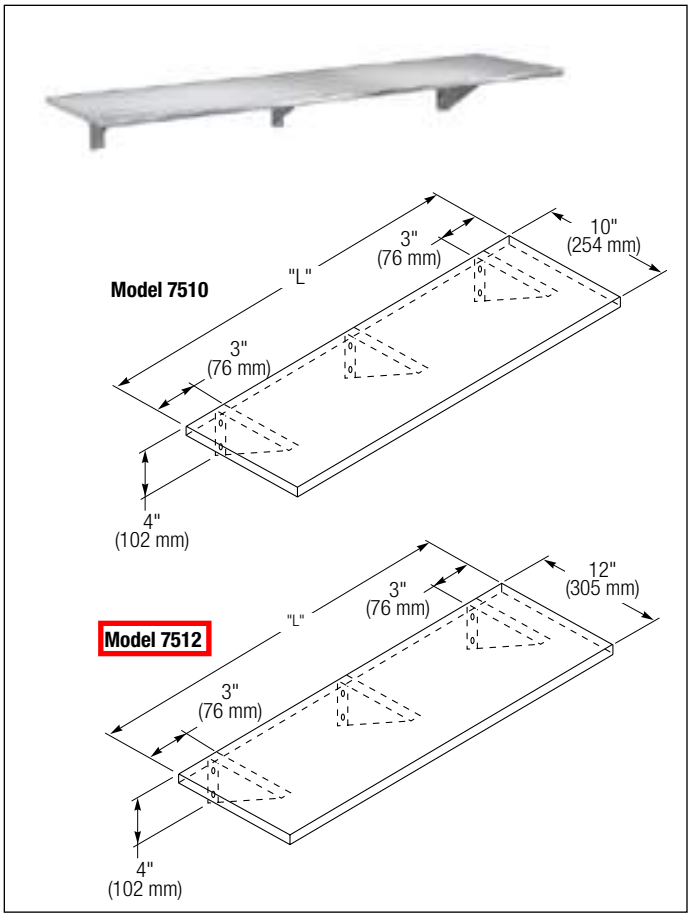
Verify all rough-in dimensions prior to installation. Secure to wall with mounting screws (included) at holes provided.

Length "L"	Quantity of Center Brackets
12", 16", 18", 24"	0
30", 36", 48"	1
60"	2

Guide Specification

Surface-mounted shelf shall be fabricated of 18 gauge stainless steel with exposed surfaces in satin finish. Shelf support brackets to be stainless steel, 16 gauge and welded to shelf. Shelves over 24" long shall have intermediate bracket.

Surface-Mounted Shelf shall be Bradley Model 7510- (7512)-36"
(Only offered in standard sizes: 12", 16", 18", 24", 30", 36", 48", 60").



This information is subject to change without notice.

© 2023 Bradley
P.O. Box 309, Menomonee Falls, WI 53052-0309
800 BRADLEY (800 272 3539) +1 262 251 6000
bradleycorp.com

Contingency Draw Request (CDR)

Owner	[X]	Oxnard School District
Architect	[X]	IBI Group
Contractor	[X]	Balfour Beatty
PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 155

Date: 1-4-2024

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 306 - CDR 155 - Bldg C Additional Work to Relocate Smoke Detectors Provide labor, material, and equipment to move the smoke detectors in HVAC closets. Taft Electric coordinated with the IOR and walked all locations with the IOR for approval.	$ 3,787.00

☐ The cost of this work will be drawn from Contractor Contingency:

☑ The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2024-01-04	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	1-4-2024
Permit Number:	DSA# 03-119284	Change Event No.:	306
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 306 - CDR 155 - Bldg C Additional Work to Relocate Smoke Detectors

Provide labor, material, and equipment to move the smoke detectors in HVAC closets. Taft Electric was directed to coordinate with the IOR and walked all locations with the IOR for approval.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Taft	$	3,787.00		
		Subtotal B:	**$**	**3,787.00**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1.5%		**Subtotal E:**	**$**	**-**
Grand Total = (A + B + C + D + E)			**$**	**3,787.00**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2024-01-04

Print Name & Title (General Contractor) — Signature — Date

Taft Electric Company
1694 Eastman Ave, Ventura, CA 93003
Lic. #772245 | PWC #1000000149
(805) 642-0121

CHANGE ORDER REQUEST

COR #032 Additional work to relocate Smoke detectors

To:	Raphael Alamillo Project Manager Balfour Betty 300 E. Esplanade Drive #1120 Oxnard, CA 93036	**From:** **Phone:** **Email:**	Tim Harris Project Manager (805) 320-1623 tharris@taftelectric.com
Phone: **Email:** **CC:**	(805) 206-8614 RAlamillo@balfourbettyus.com	**Date Issued:**	12/8/23

Requested Amount:	$	$3,787

The change in scope for the amount requested above is as follows:

COR #032
Taft electric was directed to move the smoke detectors in HVAC closets outlined in the below documents. Per the specifications we are directed to coordinate with the IOR. We walked all the below locations with the IOR to get his approval. We feel this is an extra costs incurred by Taft Electric.

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:

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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

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Rose Ave Elementary JOB# 22-2338 TEC COR#: 32

CUST RFP#: 0

COR DESCRIPTION: DATE: 12/26/2023

Additional work to relocate smoke detectors

TAKE OFF			
	DESCRIPTION	MATERIAL	HOURS
Conest		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
	TOTAL	$0.00	0.00

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	$0.00
9.25%	SALES TAX	$0.00
3.00%	MATERIAL HANDLING	$0.00
0.00%		$0.00
	SUBTOTAL MATERIAL	$0.00
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL TAKEOFF MATERIAL	$0.00

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL QUOTES	$0.00
9.25%	SALES TAX	$0.00
0.00%	MATERIAL HANDLING	$0.00
0.00%		$0.00
0.00%		$0.00
	SUBTOTAL QUOTES	$0.00
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL QUOTES	$0.00

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL SUBCONTRACTS	$0.00
5.00%	OVERHEAD & PROFIT	$0.00
	TOTAL SUBCONTRACTS	$0.00

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
Reg Shift Foreman	4.00	$98.27	$393.08
Full OT Foreman	0.00	$138.97	$0.00
OT Prem Foreman	0.00	$0.00	$0.00
DT Prem Foreman	0.00	$167.60	$0.00
OT Shift Foreman	0.00	$128.81	$0.00
Reg Shift JW	12.00	$91.28	$1,095.36
Full OT JW	0.00	$126.43	$0.00
OT Prem Crew	0.00	$0.00	$0.00
DT Prem Crew	0.00	$155.18	$0.00
OT Shift Crew	0.00	$119.49	$0.00
CAD Drafter	0.00	$0.00	$0.00
Apprentice 70%	24.00	$72.09	$1,730.16
Full Apprentice OT	0.00	$103.42	$0.00
0.00%			$0.00
0.00%			$0.00
		SUBTOTAL LABOR	$3,218.60
15.00%		OVERHEAD & PROFIT	$482.79
		TOTAL LABOR	$3,701.39

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	$0.00
0.00%	PERMIT FEES	$0.00
0.00%	ESTIMATING	$0.00
0.00%	CAD / DRAFTING	$0.00
0.00%	REPRODUCTION COSTS	$0.00
2.00%	TOOLING RENTAL	$0.00
0.00%	Roto Hammer	$0.00
2.00%	Fuel Surcharge	$74.03
0.00%	Dirt Tamper/ wacker	$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%	WARRANTY	$0.00
0.00%		$0.00
	SUBTOTAL DJE	$74.03
15.00%	OVERHEAD & PROFIT	$11.10
	TOTAL DJE	$85.13

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL	$0.00
	QUOTED MATERIAL	$0.00
	SUBCONTRACTORS	$0.00
	LABOR EXPENSES	$3,701.39
	DIRECT JOB EXPENSES	$85.13
	SUBTOTAL CHANGE REQUEST	$3,786.52
0.00%	Bond	$0.00
	CHANGE PROPOSAL TOTAL	$3,787

TIME & MATERIALS INVOICE

Balfour Beatty Construction

Rose Ave. Elementary School

220 South Driskill Street, CA 93030

Bill To

Customer Name	Oxnard Scchool District	Totals
Project Name	Rose Ave Elementarty School -15650001	Mater
Cost Event Number	CE 000-INT	Labor
		Invoic

Equipment smoke detector relocation

Equipment Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Labor

Labor Description	Quantity	Cost Per Item	Total	Notes
ERIK CASTILLO	1		6HRS	JOURNEYMAN
NICHOLAS FABIAN	1		6HRS	2ND YEAR APPRENTICE
JASON CHAMBERS	1		6HRS	JOURNEYMAN
CLINT FREEHAUF	1		6HRS	2ND YEAR APPRENTICE
RON FRANCO	1		2HRS	FOREMAN
WORK DESCRIPTION: RELOCATE EXISTING FIRE ALARM SMOKE DETECTORS IN ROOMS 403,404,408,410,412,506,505,503,502,453,452,451,457,AND 458. ALL ARE NOW VISIBLE AND ACCESSIBLE WITH A STRAIGHT STICK.				
TOTAL			0	

Material

Material Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Quantities verified by: RON FRANCO Date Work Performed: 10-25-2023

DSA IOR

Submitted by:

Balfour Beatty

TIME & MATERIALS INVOICE

Rose Ave. Elementary School

220 South Driskill Street, CA 93030

Balfour Beatty Construction

Bill To

		Totals	
Customer Name	Oxnard Scchool District	Mater	
Project Name	Rose Ave Elementarty School -15650001	Labor	
Cost Event Number	CE 000-INT	Invoic	

Equipment smoke detector relocation

Equipment Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Labor

Labor Description	Quantity	Cost Per Item	Total	Notes
CLINT FREEHAUF	1		5HRS	2ND YEAR APPRENTICE
NICHOLAS FABIAN	1		7HRS	2ND YEAR APPRENTICE
RON FRANCO	1		2HRS	FOREMAN
WORK DESCRIPTION: RELOCATE EXISTING FIRE ALARM				IN FCU CLOSETS AGAIN.
MOVING THEM TO THE LOCATION GIVEN BY THE IOR.				
NICHOLAS FABIAN: ANOTHER WALK WITH THE IOR.				
TOTAL			0	

Material

Material Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Quantities verified by: RON FRANCO Date Work Performed: 10-26-2023

DSA IOR

Submitted by:

Balfour Beatty

Contingency Draw Request (CDR)

Owner	[X]	Oxnard School District
Architect	[X]	IBI Group
Contractor	[X]	Balfour Beatty
PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 157

Date: 1-5-2024

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 215 - CDR 157 - RFI 472 Bldg B - Drinking Fountain Elevation Conflict Provide labor, material and equipment to repaint stucco wall at the Bldg B exterior drinking fountain due to the drinking fountain being dropped to meet ADA compliance per RFI 472.	$ 1,569.00

☐ The cost of this work will be drawn from Contractor Contingency:

☑ The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Flamillo	By :	By:
Date: 2024-01-05	Date:	Date:

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	1-5-2024
Permit Number:	DSA# 03-119284	Change Event No.:	215
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 215 - CDR 157 - RFI 472 Bldg B - Drinking Fountain Elevation Conflict

Provide labor, material and equipment to repaint stucco wall at the Bldg B exterior drinking fountain due to the drinking fountain being dropped to meet ADA compliance per RFI 472.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
CAM Painting	$	1,569.00		
		Subtotal B:	**$**	**1,569.00**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1.5%		**Subtotal E:**	**$**	**-**
Grand Total = (A + B + C + D + E)			**$**	**1,569.00**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2024-01-05

Print Name & Title (General Contractor) — Signature — Date



CAM Painting, Inc.

License: 710805
DIR: 1000000989

INVOICE CE # 215

Date: 12/12/2023

Attn: Filbert Carbajal
Project Engineer | Balfour Beatty
C: 805-266-1052
E:fcarbajal@balfourbeattyus.com

Project Name: Rose Elementary School

Description of work:
Repaint stucco building B by drinking fountain

Project CE # : 215

Labor	**Hourly Rate**	**Total Hours**	**Total Costs**
Foreman	$ 79.52	0	$ -
Journeyman (Hours are discounted at 50% total hours worked 64)	$ 77.52	8	$ 620.16
Apprentice		0	$ -
Out of Town		$ -	$0
Total Labor			**$ 620.16**

Material	**Rate**	**Unit Quantity**	**Total Costs**
Paint - One Gallon Finish	$ 35.00	5	$ 175.00
Paint - One Gallon Primer	$ 30.00	5	$ 150.00
Brushes, Taping, etc.	$ 350.00	1	$ 350.00
Other	$ -		$ -
Total			*$ 675.00*
Tax @ 8.25%			$ 55.69
Total Material			**$ 730.69**

Equipment	**Rate**	**Unit Quantity**	**Total Costs**
1 Scissor Lift 30' - 3 days	$ -	0	$ -
1 Boom Lift 45'	$ -	0	$ -
Other	$ -		$ -
Total			*$ -*
Tax @ 8.25%			$ -
Total Material			**$ -**

(A) Total (Labor + Material)	$ 1,350.85
(B) OH&P @ 15% (% on A only)	$ 202.63
(C) Total (A+B)	$ 1,553.47
(D) Bond @ 1% (% on C only)	$ 15.53
Grand Total (C+D)	**$ 1,569.00**

Additional time:

Accepted by:

Signature: _____

Name: _____

Title: _____

29 Hackamore Lane,
Bell Canyon, CA 91307

Phone: 818-716-7410 Fax: 818-716-7443
Email: campainting@sbcglobal.net

Notes:

RFI #--472

Balfour Beatty

Balfour Beatty Construction, LLC
13520 Evening Creek Drive North, Suite 270
San Diego, California 92128
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
220 South Driskill Street
Oxnard, California 93030

Building B - Drinking Fountain Elevation Conflict

TO:	Ruben Ruiz **(Arcadis)** Linda Iversen **(Arcadis)**	**FROM:**	Ivan Hurtado Vazquez **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	09/21/2023	**STATUS:**	Open
LOCATION:	BUILDING B	**DUE DATE:**	09/28/2023
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	No
COST IMPACT:	~~TBD~~ Coordination issue, no cost associated.	**SPEC SECTION:**	22 05 13 - Basic Plumbing Materials and Methods
DRAWING NUMBER:		**REFERENCE:**	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Ivan Hurtado Vazquez (Balfour Beatty) at 03:13 PM on 09/21/2023

RFI 418 (Bldg. B - Grading Clarification), states to change the elevation outside of building B, girl's RR from 1.8 % slope to 3.8% as long as it does not exceed 5% to accommodate the entrance of the RR. By making this change affected the southeast corner of Building B, which dropped approximately 6".This change also affected the drinking fountain ADA height requirements. To be in compliance, the drinking fountain needs to drop approximately 6", please advise on how to proceed.

Awaiting an Official Response

All Replies:

Per OAC meeting on 09/27/2023, please drop Drinking Fountain as required to meet ADA compliance.

Ruben R.
Arcadis - IBI
09/27/2023

BY **DATE** **COPIES TO**

Contingency Draw Request (CDR)

Owner	[X]	Oxnard School District
Architect	[X]	IBI Group
Contractor	[X]	Balfour Beatty
PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 160

Date: 1-18-2024

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 069 - CDR 160 - RFI 178 Bldg C Media Center Exterior Curbs Provide labor, material and equipment to raise the curbs to 10" along the north and west of the Media Center due to the finished surface being higher than the finished floor per RFI 178.	$ 3,346.61

[ ] 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	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2024-01-18	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	1-18-2024
Permit Number:	DSA# 03-119284	Change Event No.:	069
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 069 - CDR 160 - RFI 178 Bldg C Media Center Exterior Curbs

Provide labor, material and equipment to raise the curbs to 10" along the north and west of the Media Center due to the finished surface being higher than the finished floor per RFI 178.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Inland Building	$	3,346.61		
		Subtotal B:	**$**	**3,346.61**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1.5%		**Subtotal E:**	**$**	**-**
Grand Total = (A + B + C + D + E)			**$**	**3,346.61**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2024-01-18

Print Name & Title (General Contractor) — Signature — Date

IBCC
Inland Building Construction Companies, Inc.

Job Information:
Rose Ave ES BP 3 - Structural Conc - 21-040
220 S Driskill St
Oxnard, CA 93030
Client: Oxnard School District

Proposed Change Order

PCO Number: 23
PCO Date: Jan 15, 2024
PCO Valid for 30 Days

Attention: Balfour Beatty Construction

From: Cliff Rodrick, cliff@ibccinc.com

Description of Work
COR #023 - CE 69 - Raise forms at media center Raising forms 4 inches at media center due to elevations of site work per CE #69

Self-Perform Work

Description	Cost	Markup %	Markup	Price
Labor 32 hours @ 93.21Hr	$2,982.72	10.00%	$ 298.27	$3,280.99
Bond / Insurance	$65.62	%	$ 0.00	$65.62

Subcontract Work

Vendor	Cost	Markup %	Markup	Price

Summary	
Total Cost	$3,048.34
Total Markup	$298.27
Subtotal	$3,346.61
Additional Days	0.00

INLAND
BUILDING CONSTRUCTION COMPANIES, INC.
General Building • Tenant Improvements • Construction Specialties

WORK ORDER

No. 003

TO: BALFOUR BEATTY CONSTRUCTION

PROJECT NAME: ROSE AVE ES **RE:** CE #69

JOB NO: 21-040 **DATE:** 8/22/22 **DAY:** Monday

NO. OF EMPLOYEES	MAN-HOURS	DESCRIPTION & LOCATION OF WORK:
6	4	Completed raising forms 4 inches at media center due to elevations of site work. Per CE #69
TOTAL HOURS (4 Hour Minimum)	24	

MATERIAL:

EQUIPMENT:

NOTES:

VERIFIED BY: **DATE:**

323 S. SIERRA WAY SAN BERNARDINO, CA 92408-1422
(909) 884-6276 Fax (909) 889-6936
LIC # 405281

INLAND
BUILDING CONSTRUCTION COMPANIES, INC.
General Building • Tenant Improvements • Construction Specialties

WORK ORDER

No. 002

TO: BALFOUR BEATTY CONSTRUCTION

PROJECT NAME: ROSE AVE ES **RE:** CE #69

JOB NO: 21-040 **DATE:** 8/19/22 **DAY:** Friday

NO. OF EMPLOYEES	MAN-HOURS	DESCRIPTION & LOCATION OF WORK:
4	2	Started raising forms 4 inches at media center due to elevations of site work. Per CE #69
TOTAL HOURS (4 Hour Minimum)	8	

MATERIAL:

EQUIPMENT:

NOTES:

VERIFIED BY: **DATE:**

323 S. SIERRA WAY SAN BERNARDINO, CA 92408-1422
(909) 884-6276 Fax (909) 889-6936
LIC # 405281

All Daily Reports MUST be signed at bottom of page

CONTRACTORS DAILY REPORT

Project # 15650001
Rose Ave. Elementary School Reconstruction
220 South Driskill Street
Oxnard, California 93030
United States

Balfour Beatty Construction

Date	Company	Trade
8/23/2022	IBCC	Concrete

DAILY WORK DESCRIPTION: (Provide a breif description of daily work performed) PLEASE PRINT CLEARLY

Poured slab on grade for building C north from media center to grid line 9. 270 cy Holiday Rock.

Grouted columns for building C south. Grouting is complete

Poured curbs at building B on T&M per RFI.

Team Finish poured slab for building C north up to grid line 9. 270 cy. 17 men. Conco Pumping 20 meter pump 1 man

MANPOWER AND EQUIPMENT: Provide a detailed list of manpower and equipment resources.

	Print Name of Crew Member	TRADE (Carpenter,Electrician,Framer,HVAC,Mason,Plumber,etc.)	CLASSIFICATION & GROUP CODE (Foreman/Journeyman/Apprentice, Grp1,2,etc.	TOTAL HOURS WORKED	Qty. of Equipt. Type	EQUIPMENT USED (Forklift/Bobcat/Generator
	example: John Doe	***Electrician***	***Journeymen***	***8***	***1***	***733 Cat Loader***
1	Rigoberto Mendoza	Carpenter	Journeyman	9		
2	Alex Hernandez	carpenter	Journeyman	9		
3	Antonio Franco	Carpenter	Journeyman	9		
4	Jaun Rivera	Carpenter	Journeyman	9		
5	Christian Borja	Carpenter	Apprentice	9		
6	Rangel Pineda	Carpenter	Journeyman	9		
7	Romney Cardenas	Carpenter	Apprentice	9		
8	Rafael Rosales	Carpenter	Apprentice	9		
9	Edgardo Calderon	Carpenter	Journeyman	9		
10	Timothy Windorst	Carpenter	Apprentice	9		
11	Dave Maffei	Carpenter	Journeyman	9		
12						
13						
14						
15						
	Total Hours					

EVENTS or ISSUES: Provide a description of any significant events or issues to report. Include quantities and units

I certify that this report is complete and correct, that all equipment and materials used, and all work completed is in compliance with the Contract Plans and Specifications.

Signature	Print Name	Cell #

Submit your Daily Report by 8:00am the following day for every day that you and/or your crew are on the job site.

All Daily Reports MUST be signed at bottom of page

CONTRACTORS DAILY REPORT

Project # 15650001
Rose Ave. Elementary School Reconstruction
220 South Driskill Street
Oxnard, California 93030
United States

Balfour Beatty Construction

Date	Company	Trade
8/19/2022	IBCC	Concrete

DAILY WORK DESCRIPTION: (Provide a breif description of daily work performed) PLEASE PRINT CLEARLY

Continued installing forms, mirafi fabric, gravel and vapor barrier for building C north slab on grade.

Bushed and sacked slab in buildings A & B where curbs were eliminated on T&M

Set forms for curbs in building B to support steel columns. This work is to be completed on a T&M Basis.

Vista Steel completed installing rebar for slab on grade at building C north up to grid line 9

MANPOWER AND EQUIPMENT: Provide a detailed list of manpower and equipment resources.

	Print Name of Crew Member	TRADE (Carpenter,Electrician,Framer,HVAC,Mason,Plumber,etc.)	CLASSIFICATION & GROUP CODE (Foreman/Journeyman/Apprentice, Grp1,2,etc.	TOTAL HOURS WORKED	Qty. of Equipt. Type	EQUIPMENT USED (Forklift/Bobcat/Generator
	example: John Doe	***Electrician***	***Journeymen***	***8***	***1***	***733 Cat Loader***
1	Rigoberto Mendoza	Carpenter	Journeyman	8		
2	Alex Hernandez	carpenter	Journeyman	8		
3	Antonio Franco	Carpenter	Journeyman	8		
4	Jaun Rivera	Carpenter	Journeyman	8		
5	Christian Borja	Carpenter	Apprentice	8		
6	Rangel Pineda	Carpenter	Journeyman	8		
7	Romney Cardenas	Carpenter	Apprentice	8		
8	Rafael Rosales	Carpenter	Apprentice	8		
9	Tim Sunken	Ironworker		8		
10	Steven Gomez	Ironworker		8		
11	Louie Andrade	Ironworker		8		
12	Dave Maffei	Carpenter	Journeyman	8		
13	Edgardo Calderon	Carpenter	Journeyman	8		
14	Timothy Windorst	Carpenter	Apprentice	8		
15						
	Total Hours					

EVENTS or ISSUES: Provide a description of any significant events or issues to report. Include quantities and units

I certify that this report is complete and correct, that all equipment and materials used, and all work completed is in compliance with the Contract Plans and Specifications.

Signature	Print Name	Cell #

Submit your Daily Report by 8:00am the following day for every day that you and/or your crew are on the job site.

RFI #--178

Balfour Beatty

Balfour Beatty Construction, LLC
13520 Evening Creek Drive North, Suite 270
San Diego, California 92128
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
220 South Driskill Street
Oxnard, California 93030

Bldg C Media Center - Exterior Curbs

TO:	Ruben Ruiz **(IBI Group)**	**FROM:**	Filbert Carbajal **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	08/24/2022	**STATUS:**	Open
LOCATION:	BUILDING C	**DUE DATE:**	08/31/2022
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	TBD
COST IMPACT:	TBD	**SPEC SECTION:**	03 30 00 - Cast-in-Place Concrete
DRAWING NUMBER:		**REFERENCE:**	
LINKED DRAWINGS:	C405		
RECEIVED FROM:			

COPIES TO:
Leon Cavallo **(Balfour Beatty)**, Alex Garcia **(Balfour Beatty)**, Ken Hinge **(Kenco Construction Services)**, Linda Iversen **(IBI Group)**, Janvi Kanani **(IBI Group)**, Dennis Kuykendall **(Balfour Beatty)**, Arega Mehrabian **(IBI Group)**, Rick Ostrander **(CFW, Inc.)**

Question from Filbert Carbajal (Balfour Beatty) at 08:54 AM on 08/24/2022

Regarding to the the exterior curbs along the north and west side of the Media Center, please confirm if it is acceptable to raise the curbs to 10" by adding the 4 dowels and #4 continuous similar to detail 25/S8013.

Attachments:
S8013.pdf C405.pdf

Awaiting an Official Response

All Replies:

It is acceptable to raise the curb to 10" per detail 25/S8103.

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

Joe Klimczyk, P.E.	8/28/22	
BY	**DATE**	**COPIES TO**

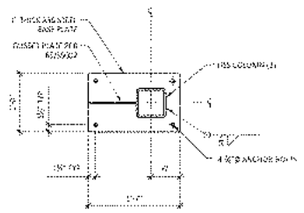
NOT USED (61)

NOT USED (62)

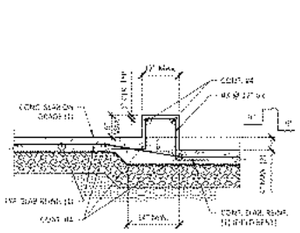
NOT USED (63)

NOT USED (64)

NOT USED (65)



HSS COLUMN BASE PLATE (51)



TYP. DEPRESSED SLAB w/ CURB (41)

NOTES:
1. SEE FOUNDATION PLAN AND NOTES
2. REFER TO ARCHITECTURAL PLANS AND DETAILS

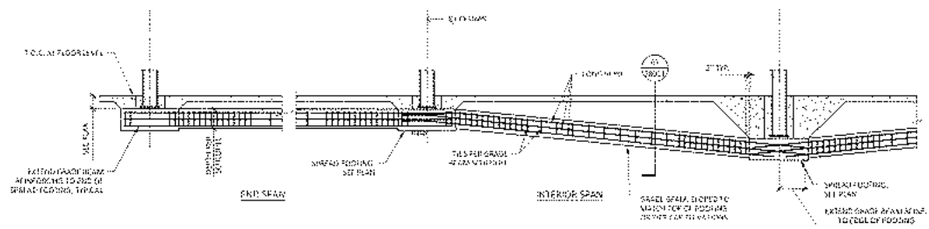
NOT USED (52)

NOT USED (53)

NOT USED (54)

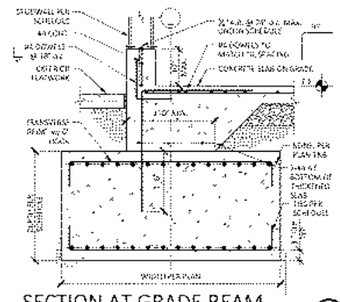
NOT USED (55)

NOT USED (56)

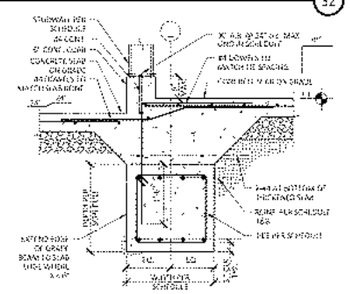


TYPICAL GRADE BEAM ELEVATION (32)

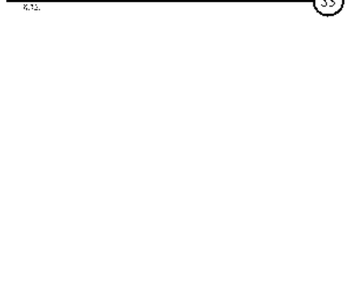
NOTES:
1. SEE FOUNDATION PLAN AND NOTES



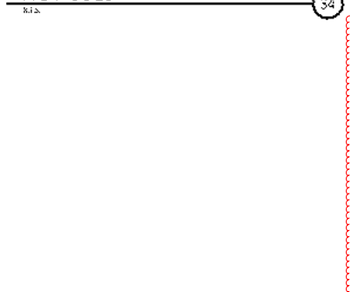
SECTION AT GRADE BEAM (33)



SECTION AT GRADE BEAM (43)



NOT USED (44)

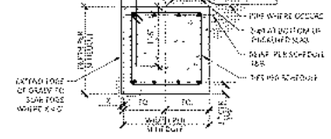


SECTION AT GRADE BEAM (35)

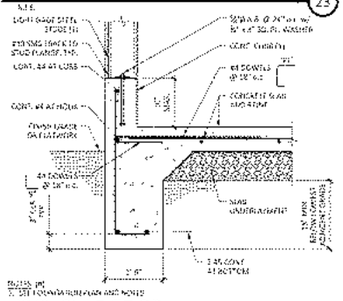
BRACE FRAME CONNECTIONS

FRAME LINE	BRACE	W	T (INCH)	T1 (INCH)	Wbp (INCH)	tc (INCH)	Wc (INCH)	tbf (INCH)	tbp (INCH)	Lbp (INCH)	Lc (INCH)	Wc (INCH)	A x B (INCH)	N x n (INCH)	BEARING
1A	HSS8X8X5/16	8"	5/16	1.77	8	7/16	16	5/16	7"	4.5	2	8	1	1	BUILDING A
2A	HSS8X8X5/16	8"	5/16	1.77	8	7/16	16	5/16	7"	4.5	2	8	1	1	BUILDING A
3A	HSS7X7X5/16	7"	5/16	1.77	7	7/16	16	5/16	7"	4.5	2	8	1	1	BUILDING A
6A	HSS8X8X5/16	8"	5/16	1.77	8	7/16	16	5/16	7"	4.5	2	8	1	1	BUILDING A
7A, 8A	HSS8X8X5/16	8"	5/16	1.77	8	7/16	16	5/16	7"	4.5	2	8	1	1	BUILDING A

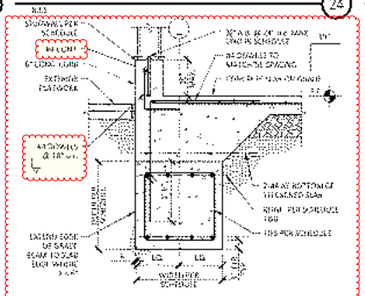
BRACED FRAME TO FOUNDATION (12)



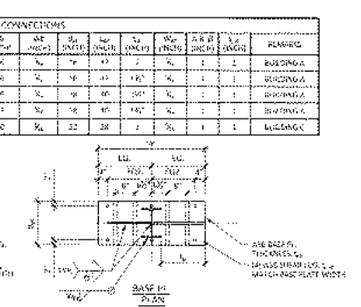
PIPE AT GRADE BEAM (23)



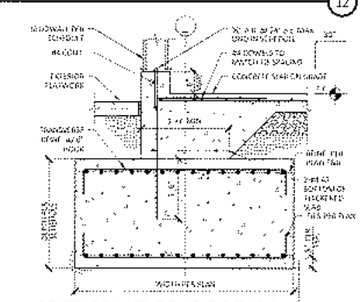
TYP. SLAB EDGE (24)



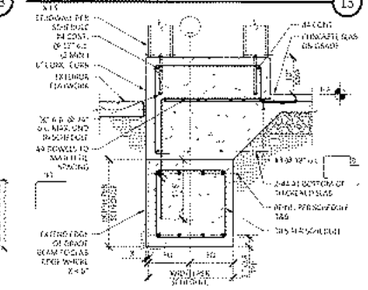
SECTION AT GRADE BEAM (25)



SECTION AT GRADE BEAM (13)



SECTION AT GRADE BEAM (14)



SECTION AT GRADE BEAM (15)

CLIENT
OXNARD SCHOOL DISTRICT
220 S. Driskill St, Oxnard, CA 93030

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ISSUES
NO. | ISSUANCE | DATE

CONSULTANTS
SSG
SMITH STRUCTURAL GROUP, LLP

AGENCY APPROVAL
AGENCY TRACKING NO. 22931-101 | PERMIT NO. 20-22
IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
03-119284
PLAN REVIEW
DATE: 12 16 2020

SEAL
LICENSED ARCHITECT
RICHARD K. FAUCHER
No. C-23387
REN 4/21
STATE OF CALIFORNIA

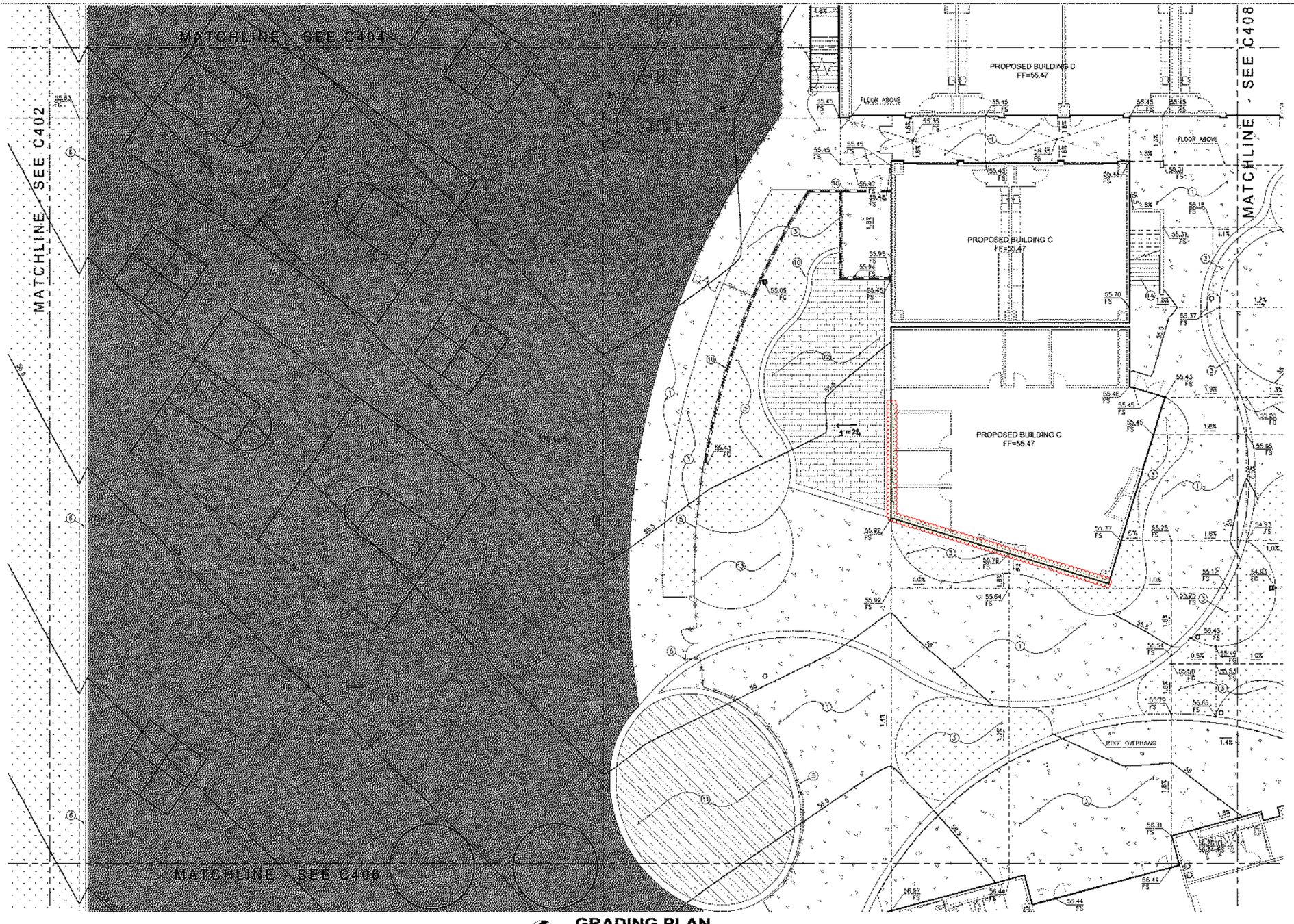
PREPARED BY
IBI
IBI Group
300 S Grand Ave, Suite 900
Los Angeles, CA 90071
tel (213) 755-0071 fax (213) 755-0076
ibigroup.com

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

PROJECT NO: 109900	S17179
DRAWN BY: DM	CHECKED BY: JMM
PROJECT MGR: JMM	APPROVED BY: JMM
SCALE: As indicated	DATE: 12/16/2020

SHEET TITLE
FOUNDATION DETAILS

SHEET NUMBER
S8013



CONSTRUCTION NOTES:

1. CONSTRUCT CONCRETE PAVEMENT PER DETAIL 1 ON SHEET C201
2. CONSTRUCT AC PAVEMENT PER DETAIL 2 ON SHEET C201.
5. PLANTER/LANDSCAPE PER LANDSCAPE PLANS.
6. CONSTRUCT CONCRETE CURB PER DETAIL 7 ON SHEET C201.
8. INSTALL NEW FENCE AND GATE PER ARCHITECTURAL PLANS.
9. CONSTRUCT MOWING STRIP PER DETAIL 8 ON SHEET C201.
7. CONSTRUCT LONGITUDINAL CONCRETE GUTTER PER DETAIL 9 ON SHEET C201.
8. CONSTRUCT CONCRETE CURB AND GUTTER PER DETAIL 10 ON SHEET C201.
9. CONSTRUCT PERMEABLE PAVEMENT PER DETAIL 11 ON SHEET C201.
10. CONSTRUCT WALL PER STRUCTURAL PLANS.
11. CONSTRUCT RUBBERIZED SURFACE PER LANDSCAPE PLANS.
12. CONSTRUCT CONCRETE PAVERS PER LANDSCAPE PLANS.
13. CONSTRUCT DECOMPOSED GRANITE SURFACE PER LANDSCAPE PLANS.
14. CONSTRUCT STAIRS PER ARCHITECTURAL PLANS.
15. CONSTRUCT CURB RAMP TYPE "A" PER SEE DETAIL 12 ON SHEET C201.
16. CONSTRUCT CURB RAMP TYPE "B" PER SEE DETAIL 12 ON SHEET C201.
17. CONSTRUCT CURB RAMP TYPE "C" PER SEE DETAIL 12 ON SHEET C201.

LEGEND

- BUILDING OUTLINE
- NEW CONCRETE PAVEMENT
- NEW ASPHALT CONCRETE PAVEMENT AT PLAY AREA
- NEW ASPHALT CONCRETE PAVEMENT AT PARKING
- NEW ASPHALT CONCRETE PAVEMENT AT DRIVEWAY/FIRELANE
- NEW PERMEABLE PAVEMENT
- NEW PLANTER AREA PER LANDSCAPE PLANS
- NEW CONCRETE PAVERS PER LANDSCAPE PLANS
- NEW RUBBERIZED SURFACE PER LANDSCAPE PLANS
- NEW DECOMPOSED GRANITE SURFACE PER LANDSCAPE PLANS
- 1048.06 FS — PROPOSED SPOT ELEVATION
- (1048.00) FS — EXISTING SPOT ELEVATION
- PROP. CONTOUR (1' INTERVAL)
- EXIST. CONTOUR (1' INTERVAL)
- PROPERTY LINE
- RIDGE
- GRADE BREAK LINE
- FLOW LINE
- EXIST. FENCE
- PROPOSED FENCE
- PATH OF TRAVEL

NORTH

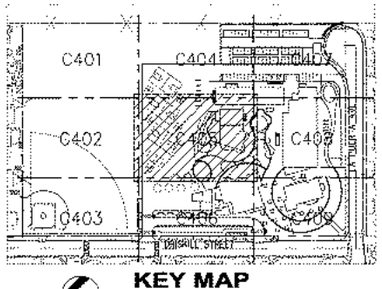
GRADING PLAN

0' 5' 10' 20'

GRAPHIC SCALE : 1"=10'

NOTE TO CONTRACTOR:

REFER TO OFF-SITE IMPROVEMENT PLAN FOR THE PROPOSED WORK WITHIN THE PUBLIC RIGHT OF WAY.



NORTH

KEY MAP

0' 75' 150' 300'

GRAPHIC SCALE : 1"=150'

CLIENT

OXNARD SCHOOL DISTRICT

220 S. Oxnard St, Oxnard, CA 93030

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IBI Group, A California Partnership
a partnership formed in the State of Virginia

CONSULTANT

BRANDOW & JOHNSTON
STRUCTURAL CIVIL ENGINEERS (BRANDOW & JOHNSTON, INC.)
ESTD. 1945
633 W. FIFTH ST. 53RD FLOOR, LOS ANGELES, CA 90071
T: (213) 955-0955 WWW.BJSE.COM

AGENCY INFORMATION

AGENCY PROCESSING NO. 2035.107 — FILE NO. 5622

IDENTIFICATION STAMP
DIVISION OF THE STATE ARCHITECT
OFFICE OF REGIONAL SERVICES
03-119284
ACCESS FLOOR AREA SF
DATE JUL 10 2019

SEAL

REGISTERED ARCHITECT — STATE OF CALIFORNIA — REN. 4/21

IBI GROUP CONSULTANT

IBI
315 W 9th Street, Suite 600
Los Angeles, CA 90015
tel (213) 748-1771 fax (213) 748-0046
ibigroup.com

PROJECT

ROSE AVENUE K-5 SCHOOL

220 S. DRISKILL ST.
OXNARD, CA 93030

PROJECT NO
109990

DRAWN BY: Author	CHECKED BY: Checker
PROJECT MGR: Designer	APPROVED BY: Approver
SCALE:	DATE: 06/03/2019

SHEET TITLE

GRADING PLAN

SHEET NUMBER

C405

250

Carbajal, Filbert

From: Joseph Klimczyk <joe.klimczyk@ssgse.com>
Sent: Friday, August 19, 2022 13:06
To: Ruben Ruiz
Cc: Cavallo, Leon; Carbajal, Filbert; michael.parolini@ssgse.com
Subject: Re: FW: Rose Ave ES - Bldg C Media Center Raising Curb to 10" due to exterior grade (RFI forthcoming)

I take no exception either.

Thanks,

Joe Klimczyk, PE | Senior Project Engineer
O: 805.439.2110 | M: 805.464.6002
joe.klimczyk@ssgse.com | ssgse.com
Instagram | LinkedIn

SSG Structural Engineers, LLP
San Luis Obispo | Fresno | Bakersfield

On Fri, Aug 19, 2022 at 1:03 PM Ruben Ruiz <ruben.ruiz@ibigroup.com> wrote:

> Joe,
>
> I have no exceptions to having the curb at 10” high, if acceptable to you.
>
> Ruben Ruiz
>
> **IBI GROUP**
>
> 4119 Broad Street, Suite 210
>
> San Luis Obispo CA 93401 United States
>
> tel +1 805 546 0433 ext 56677 fax +1 805 546 0504
>
> Defining the cities of tomorrow
> ibigroup.com

NOTE: This email message/attachments may contain privileged and confidential information. If received in error, please notify the sender and delete this e-mail message.

From: Cavallo, Leon <LCavallo@Balfourbeattyus.com>
Sent: Thursday, August 18, 2022 5:04 PM
To: Ruben Ruiz <ruben.ruiz@ibigroup.com>; Joseph Klimczyk <joe.klimczyk@ssgse.com>
Cc: Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; com-inbound-rose-ave-elem-school-reconstruction@procoretech.com
Subject: Rose Ave ES - Bldg C Media Center Raising Curb to 10" due to exterior grade (RFI forthcoming)

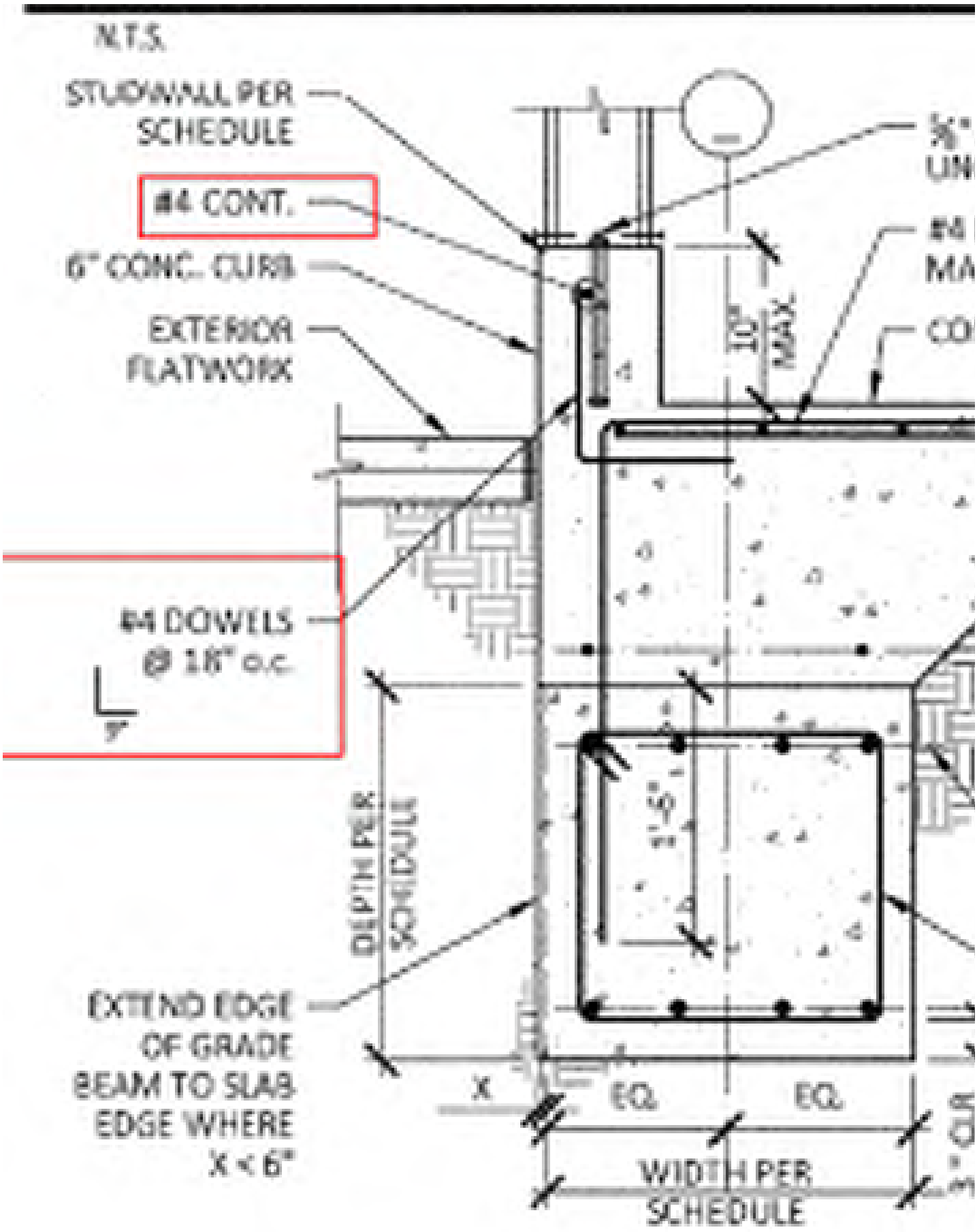
*** Exercise caution. This is an EXTERNAL email. DO NOT open attachments or click links from unknown senders or unexpected email. ***

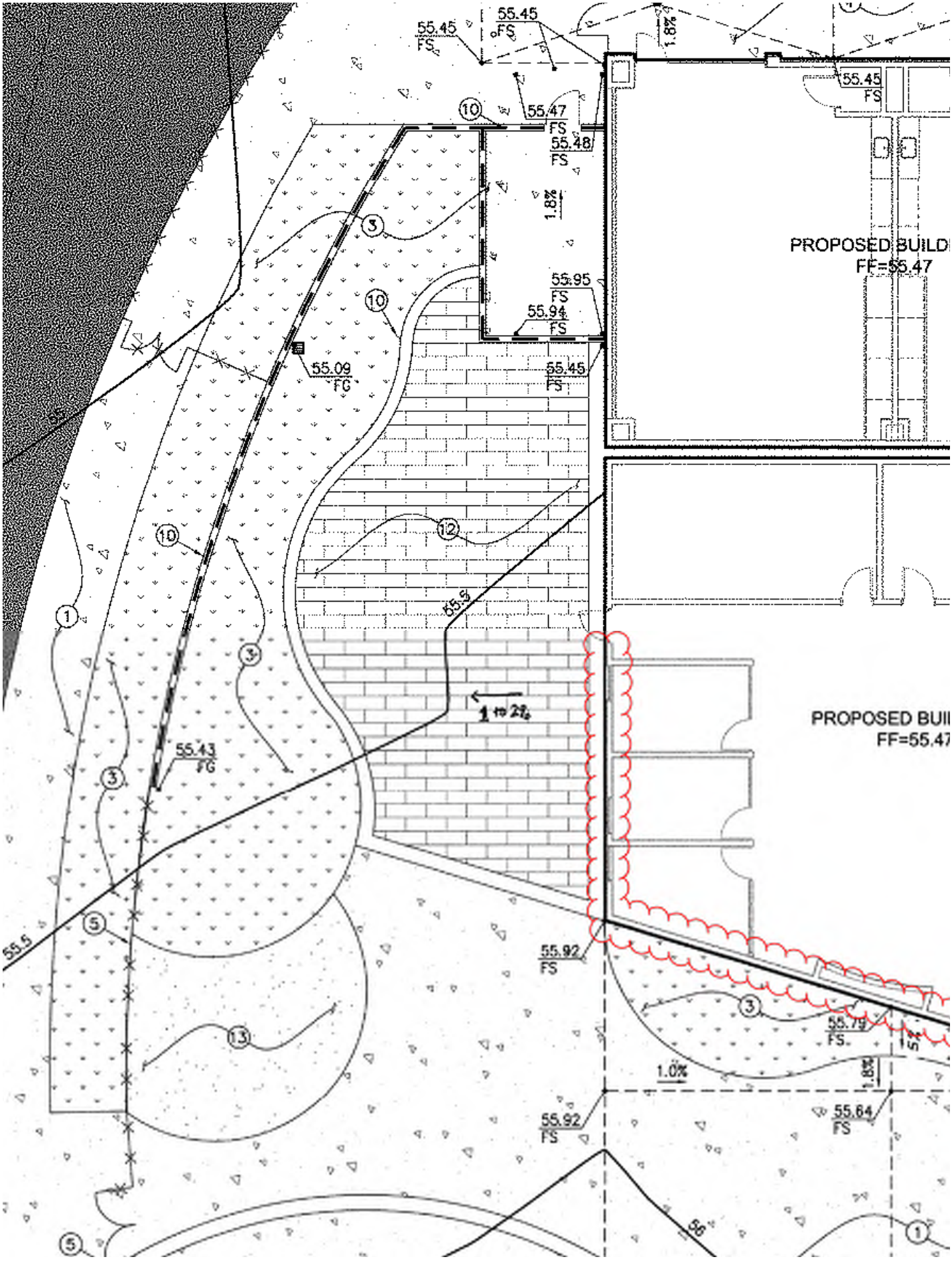
Ruben and Joe,

Thanks for jumping on the calls today. For the RFI I wanted to confirm the following is acceptable before we submit an RFI formally.

At the clouded curb we'll raise the curb to 10" by adding the #4 dowels & #4 continuous sim to detail 25/S8013.

25/S8013


N.T.S.
STUD WALL PER SCHEDULE
#4 CONT.
6" CONC. CURB
EXTERIOR FLATWORK
#4 DOWELS @ 18" o.c.
EXTEND EDGE OF GRADE BEAM TO SLAB EDGE WHERE X < 6"
DEPTH PER SCHEDULE
X
EQ.
EQ.
WIDTH PER SCHEDULE
MAX.


55.45 FS
55.45 FS
55.47 FS
55.48 FS
55.95 FS
55.94 FS
55.45 FS
55.09 FG
55.43 FG
55.92 FS
55.92 FS
55.79 FS
55.64 FS
1.8%
1.8%
1.8%
1.0%
1 to 2%
PROPOSED BUILD
FF=55.47
PROPOSED BUI
FF=55.47
55.5
55.5
55.5

Leon Cavallo, CMIT

Project Manager | Balfour Beatty

C: 805-206-8614

E: lcavallo@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty

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	Owner	[X]	Oxnard School District
Contingency	Architect	[X]	IBI Group
Draw	Contractor	[X]	Balfour Beatty
Request (CDR)	PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 167

Date: 2-23-2024

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 325 - CDR 167 - Paint Elevator Remobilization Costs associated with remobilization for the completion of painting the new stucco on both the first and second floors.	$ 4,000.00

☐ The cost of this work will be drawn from Contractor Contingency:

☑ The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2024-02-23	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	2-23-2024
Permit Number:	DSA# 03-119284	Change Event No.:	325
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 325 - CDR 167 - Paint Elevator Remobilization

Costs associated with remobilization for the completion of painting the new stucco on both the first and second floors.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
CAM Painting	$	4,000.00		
		Subtotal B:	**$**	**4,000.00**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1.5%		**Subtotal E:**	**$**	**-**
Grand Total = (A + B + C + D + E)			**$**	**4,000.00**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2024-02-23

Print Name & Title (General Contractor) — Signature — Date



CAM Painting, Inc.

License: 710805
DIR: 1000000989

01/31/2024

Subject: **Proposal – Paint Elevator**
Project: Rose Ave ES Reconstruction.
Bid Package: Painting
Owner: Oxnard School District
Submitted To: Balfour Beauty
Rafael Alamillo

Description of Work:

Costs associated with remobilization for the completion of painting the new stucco on both the first and second floors.

Work includes Labor, materials and Equipment.

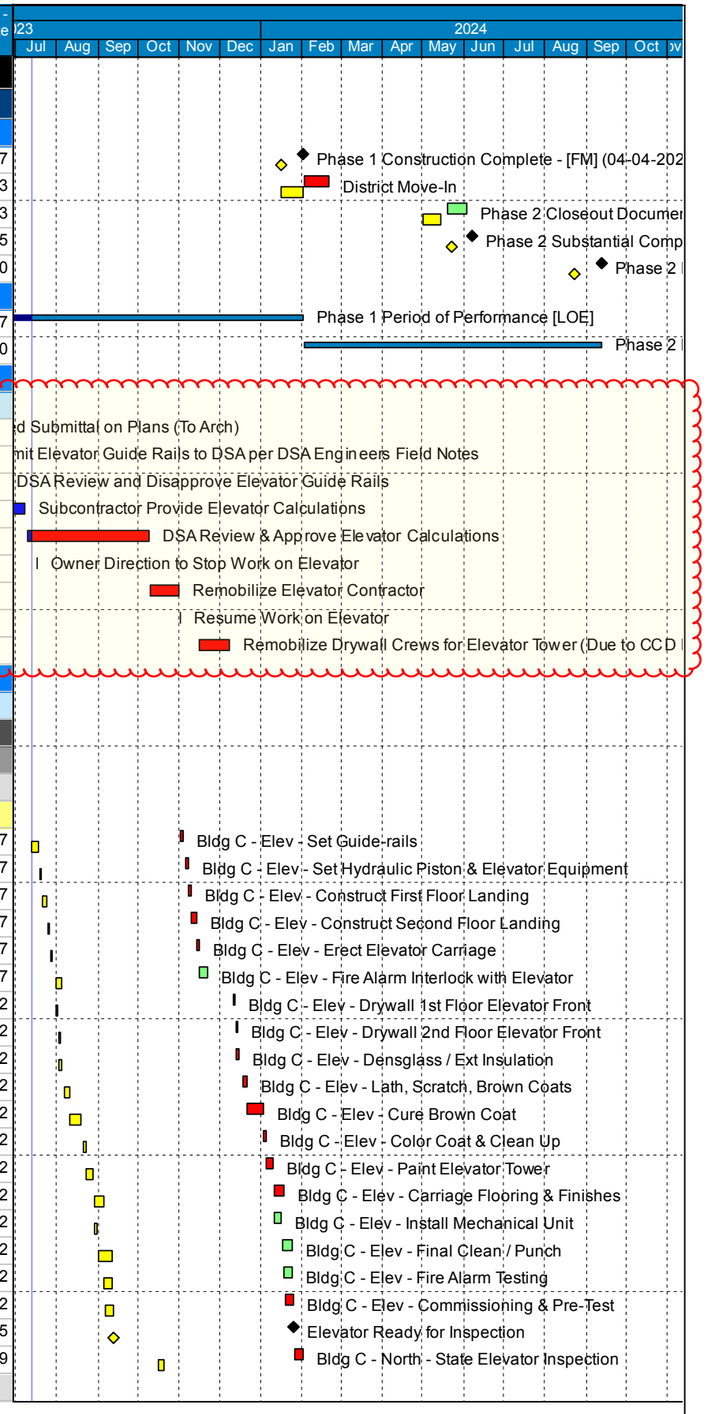
Proposal valid for only 14 days.

Grand Total: $4,000.00 – Four Thousand Dollars and Zero Cents.

29 Hackamore Lane,
Bell Canyon, CA 91307

Phone: 818-716-7410 Fax: 818-716-7443
Email: campainting@sbcglobal.net

Activity ID	Activity Name	Cal	Orig Dur	Rem Dur	Impacted Start	Impacted Finish	Total Float	Pre-Delay Start	Pre-Delay Finish	Variance - Finish Date
Rose Ave ES Reconstruction - June 2023 Update										
CONSTRUCTION										
Construction Milestones										
CM1000	Phase 1 Construction Complete - [FM] (04-04-2023 per CO #1)	7P	0	0		01-Feb-24*	-305		16-Jan-24	-17
CM1030	District Move-In	5P	13	13	02-Feb-24	20-Feb-24	-211	16-Jan-24	01-Feb-24	-13
CM1100	Phase 2 Closeout Documents	5P	10	10	20-May-24	03-Jun-24	-204	01-May-24	14-May-24	-13
H1810	Phase 2 Substantial Completion (08-12-2023 per CO #1)	7P	0	0		07-Jun-24*	-300		23-May-24	-15
CM1040	Phase 2 Final Completion - [FM] (11-14-2023 per CO #1)	7P	0	0		12-Sep-24*	-304		23-Aug-24	-20
Construction Summary										
CM1090	Phase 1 Period of Performance [LOE]	7P	480	204	01-Nov-21 A	01-Feb-24	-305	01-Nov-21	15-Jan-24	-17
CM1130	Phase 2 Period of Performance [LOE]	7P	225	224	02-Feb-24	12-Sep-24	-304	16-Jan-24	23-Aug-24	-20
Schedule Impacts / Delays										
CCD Def Sub 003 - Elevator Guide Rails Change to a Deferred Approval										
CCD-DS003-100	DSA Field Notes that Elevator Guide Rail Should be Noted as Deferred Submittal on Plans (To Arch)	5P	1	0	02-Jun-22 A	02-Jun-22 A				
CCD-DS003-110	Architect Submit Elevator Guide Rails to DSA per DSA Engineers Field Notes	5P	1	0	04-Apr-23 A	04-Apr-23 A				
CCD-DS003-120	DSA Review and Disapprove Elevator Guide Rails	5P	55	0	05-Apr-23 A	21-Jun-23 A				
CCD-DS003-150	Subcontractor Provide Elevator Calculations	5P	11	0	22-Jun-23 A	07-Jul-23 A				
CCD-DS003-200	DSA Review & Approve Elevator Calculations	5P	65	62	10-Jul-23 A	09-Oct-23	-211			
CCD-DS003-250	Owner Direction to Stop Work on Elevator	5P	1	0	17-Jul-23 A	17-Jul-23 A				
CCD-DS003-210	Remobilize Elevator Contractor	5P	16	16	10-Oct-23	31-Oct-23	-211			
CCD-DS003-300	Resume Work on Elevator	5P	1	0	01-Nov-23	01-Nov-23	-211			
CCD-DS003-320	Remobilize Drywall Crews for Elevator Tower (Due to CCD Def Sub 03)	5P	15	15	16-Nov-23	08-Dec-23	-211			
Phase 1 - New Construction										
Buildings										
Building C (Classrooms)										
Building C - North										
Interior										
Elevator										
CN-60000	Bldg C - Elev - Set Guide-rails	5P	4	3	01-Nov-23	03-Nov-23	-211	13-Jul-23	18-Jul-23	-77
CN-60050	Bldg C - Elev - Set Hydraulic Piston & Elevator Equipment	5P	15	2	06-Nov-23	07-Nov-23	-211	19-Jul-23	20-Jul-23	-77
CN-60110	Bldg C - Elev - Construct First Floor Landing	5P	5	2	08-Nov-23	09-Nov-23	-211	21-Jul-23	24-Jul-23	-77
CN-60120	Bldg C - Elev - Construct Second Floor Landing	5P	5	2	10-Nov-23	13-Nov-23	-211	25-Jul-23	26-Jul-23	-77
CN-60090	Bldg C - Elev - Erect Elevator Carriage	5P	15	2	14-Nov-23	15-Nov-23	-211	27-Jul-23	28-Jul-23	-77
CN-60040	Bldg C - Elev - Fire Alarm Interlock with Elevator	5P	5	5	16-Nov-23	22-Nov-23	-175	31-Jul-23	04-Aug-23	-77
CN-60250	Bldg C - Elev - Drywall 1st Floor Elevator Front	5P	2	2	11-Dec-23	12-Dec-23	-211	31-Jul-23	01-Aug-23	-92
CN-60270	Bldg C - Elev - Drywall 2nd Floor Elevator Front	5P	2	2	13-Dec-23	14-Dec-23	-211	02-Aug-23	03-Aug-23	-92
CN-60280	Bldg C - Elev - Densglass / Ext Insulation	5P	3	3	13-Dec-23	15-Dec-23	-211	02-Aug-23	04-Aug-23	-92
CN-60290	Bldg C - Elev - Lath, Scratch, Brown Coats	5P	4	4	18-Dec-23	21-Dec-23	-211	07-Aug-23	10-Aug-23	-92
CN-60300	Bldg C - Elev - Cure Brown Coat	5P	6	6	22-Dec-23	02-Jan-24	-211	11-Aug-23	18-Aug-23	-92
CN-60310	Bldg C - Elev - Color Coat & Clean Up	5P	2	2	03-Jan-24	04-Jan-24	-211	21-Aug-23	22-Aug-23	-92
CN-60320	Bldg C - Elev - Paint Elevator Tower	5P	4	4	05-Jan-24	10-Jan-24	-211	23-Aug-23	28-Aug-23	-92
CN-60100	Bldg C - Elev - Carriage Flooring & Finishes	5P	5	5	11-Jan-24	18-Jan-24	-211	29-Aug-23	05-Sep-23	-92
CN-60330	Bldg C - Elev - Install Mechanical Unit	5P	3	3	11-Jan-24	16-Jan-24	-47	29-Aug-23	31-Aug-23	-92
CN-60340	Bldg C - Elev - Final Clean / Punch	5P	6	6	17-Jan-24	24-Jan-24	-47	01-Sep-23	11-Sep-23	-92
CN-60350	Bldg C - Elev - Fire Alarm Testing	5P	5	5	18-Jan-24	24-Jan-24	-47	05-Sep-23	11-Sep-23	-92
CN-60130	Bldg C - Elev - Commissioning & Pre-Test	5P	5	5	19-Jan-24	25-Jan-24	-211	06-Sep-23	12-Sep-23	-92
CN-60130.1	Elevator Ready for Inspection	7P	0	0		25-Jan-24	-305		12-Sep-23	-135
CN-60060	Bldg C - North - State Elevator Inspection	5P	5	5	26-Jan-24	01-Feb-24	-211	16-Oct-23	20-Oct-23	-69
Commissioning										



Project ID: RoseK5-2306-2
Start Date: 02-Feb-21
Finish Date: 12-Sep-24
Data Date: 13-Jul-23
Print Date: 14-Dec-23 10:25

Remaining Level of Effort
Actual Level of Effort
Pre-Delay Bar
Actual Work
Remaining Work
Critical Remaining Work
Pre-Delay Milestone
Milestone

Rose Ave ES Reconstruction - June 2023 Update
TIA - Comparison Report - Impacted Activities

Balfour Beatty

Carbajal, Filbert

From: Ruiz, Ruben <ruben.ruiz@arcadis.com>
Sent: Monday, October 9, 2023 10:47
To: Garcia, Alex; Kuykendall, Dennis; Carbajal, Filbert; Hurtado Vazquez, Ivan; Alamillo, Rafael
Cc: Atkinson, Craig; gschober@cfwinc.com; Mosier, Hunter; Kanani, Janvi; kenhinge@kenco-inc.com; Iversen, Linda; mbrewer@cfwinc.com; timhoyt5@yahoo.com; Kast, Melanie
Subject: Project: OSD Rose Ave. ES - Construction Change Directive Responded to an... - DSA DEF SUB_001 - Elevator Guide Rail
Attachments: 03-119284_DS_Elevator Guide Rails_Approved.pdf; Transmittal_ConstructionChangeDirective - DSA DEF SUB_001 (Responded and Closed).pdf

External Email

Et All,
In case you have not seen this, please see attached Approved Deferred Submittal for the Elevator Guide Rail, for your use and distribution.

Thanks

Ruben Ruiz – LEED GA
Project Manager
4119 Broad Street, Suite 210
San Luis Obispo CA 93401 United States
tel +1 805 546 0433 ext 56677 fax +1 805 546 0504
www.arcadis.com





NOTE: This email message/attachments may contain privileged and confidential information. If received in error, please notify the sender and delete this e-mail message.

Notification about Construction Change Directive **Deferred Submittal - Elevator Guide Rail - DSA Approved**

This email contains the response for a Construction Change Directive. The Construction Change Directive transmittal is attached to the email.

Remarks

See attached DSA Approved Deferred Submittal for Elevator Guide Rail

DSA **140**

APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval.This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the DSA Forms or DSA Publications webpages.

1. SUBMITTAL TYPE: (Is this a resubmittal? Yes ☑ No ☐)

Deferred Submittal ☑	Addendum Number:	Revision Number:	CCD Number: Category A ☑ or B ☐

2. PROJECT INFORMATION:

School District/Owner: Oxnard School District	DSA File Number: 55 22
Project Name/School: Rose Avenue K-5 School	DSA Application Number 03 119284

3. APPLICANT INFORMATION:

Date Submitted: 09/11/23	Attached Pages? No ☐ Yes ☑ Number of pages? 7		
Firm Name: IBI Group, a California Partnership	Contact Name: Ruben Ruiz		
Work Email: ruben.ruiz@arcadis.com	Work Phone: (805) 546-0433		
Firm Address: 4119 Broad Street, Suite 210	City: San Luis Obispo	State: Ca	Zip Code: 93405

4. REASON FOR SUBMITTAL: (Check applicable boxes)

☐ For revision or addendum prior to construction.

☑ For a project currently under construction.

☐ For a project that has a form *DSA 301-N: Notification of Requirement for Certification*, *DSA 301-P: Posted Notification of Requirement for Certification* or a 90-Day Letter issued.

☐ To obtain DSA approval of an existing uncertified building or buildings.

☐ For Category B CCD this is: ☐ a voluntary submittal, ☐ a DSA required submittal (attach DSA notice requiring submission).

5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:

Name of the Design Professional In General Responsible Charge: Richard Mello

Professional License Number: C18079 | Discipline: Architecture

Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: _____

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:

For addenda, revisions, or CCDs: CHECK THIS BOX ☑ to confirm that *all* post-approval documents have been stamped and signed by the Responsible Design Professional listed on form *DSA 1: Application for Approval of Plans and Specifications* for this project. (For *Deferred Submittals*, refer to *IR A-18: Use of Construction Documents Prepared by Other Professionals,* and *IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents*, when applicable, for signature and seal requirements.)

Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed):

Provide elevator guide rails, per attached Deferred Approval.

List of DSA-approved drawings affected by this post-approval document:

DSA USE ONLY

SSS BY Date 9/28/23 ☒ Approved ☐ Disapproved ☐ Not Required

Comments: _____

FLS DB Date 4/10/23 ☒ Approved ☐ Disapproved ☐ Not Required

Comments: _____

ACS FK Date 4/11/23 ☒ Approved ☐ Disapproved ☐ Not Required

Comments: _____

Returned	DSA STAMP
Date:	APPROVED DIV. OF THE STATE ARCHITECT APP: 03-119284 INC: 0 REVIEWED FOR SS ☑ FLS ☑ ACS ☑ DATE: 09/28/2023
By:	

	Owner	[X]	Oxnard School District
Contingency	Architect	[X]	IBI Group
Draw	Contractor	[X]	Balfour Beatty
Request (CDR)	PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 168R2

Date: 2-23-2024

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 326 /CDR 168R2 Insurance Renewal (CAM Painting) Costs associated with therRenewal of Project Specific Insurance Requirements – Excess Liability - for CAM Painting.	$ 6,889.07

☐ 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	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2024-02-23	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	2-23-2024
Permit Number:	DSA# 03-119284	Change Event No.:	326
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001	R2	
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 326 /CDR 168R2 Insurance Renewal (CAM Painting)

Costs associated with therRenewal of Project Specific Insurance Requirements – Excess Liability - for CAM Painting.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	-
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
CAM Painting	$	13,362.00		
		Subtotal B:	**$**	6,889.07
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1.5%		**Subtotal E:**	**$**	-
Grand Total = (A + B + C + D + E)			**$**	6,889.07

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2024-02-23

Print Name & Title (General Contractor) — Signature — Date



CAM Painting, Inc.

License: 710805
DIR: 1000000989

02/16/2024

Subject: **Invoice – Insurance Renewal (XS Liability)**
Project: Rose Ave ES Reconstruction.
Bid Package: Painting
Owner: Oxnard School District
Submitted To: Balfour Beauty
Rafael Alamillo

Description of Work:

Renewal of Project Specific Insurance Requirements – Excess Liability – 10M

Proposal valid for only 14 days.

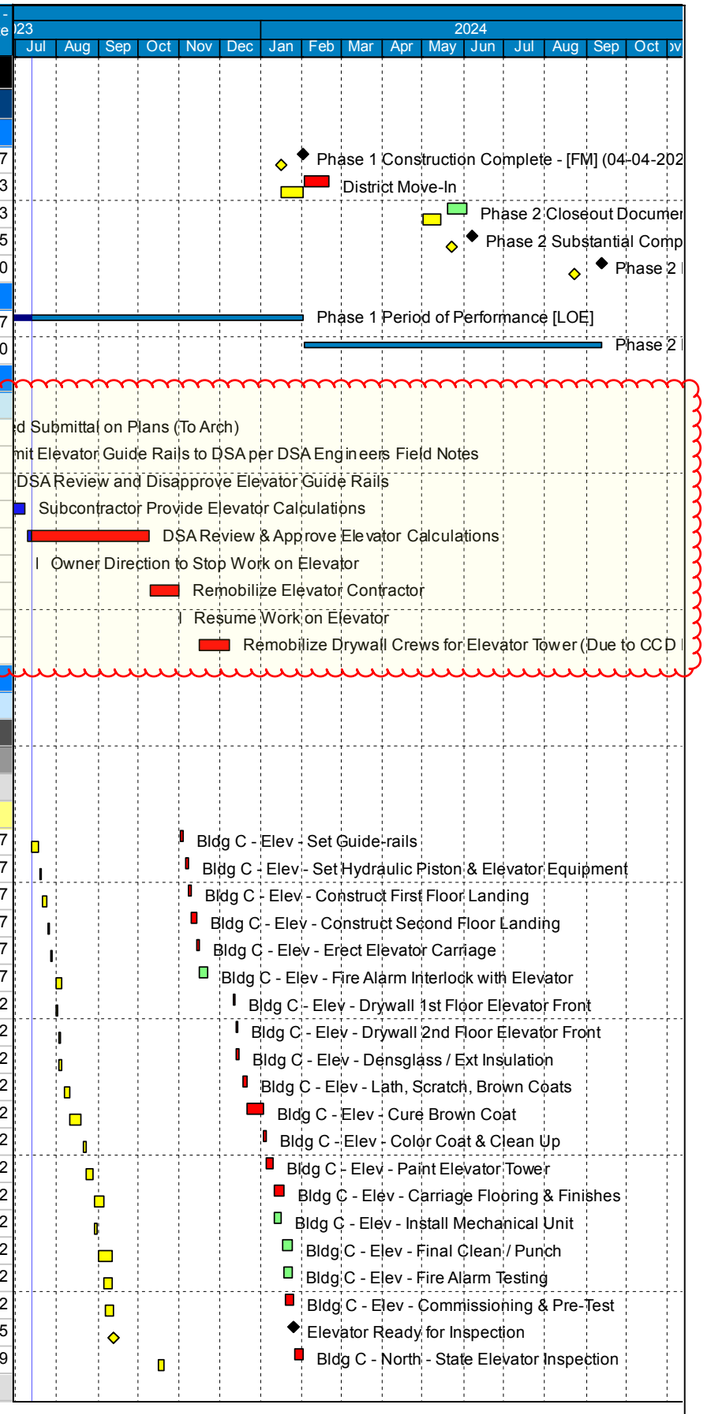
Grand Total: ~~$13,362.00~~ Ten Thousand Three Hundred Sixty Two Dollars & Zero Cents

Revised $6,889.07

29 Hackamore Lane,
Bell Canyon, CA 91307

Phone: 818-716-7410 Fax: 818-716-7443
Email: campainting@sbcglobal.net

Activity ID	Activity Name	Cal	Orig Dur	Rem Dur	Impacted Start	Impacted Finish	Total Float	Pre-Delay Start	Pre-Delay Finish	Variance - Finish Date
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CONSTRUCTION										
Construction Milestones										
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CM1030	District Move-In	5P	13	13	02-Feb-24	20-Feb-24	-211	16-Jan-24	01-Feb-24	-13
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CCD-DS003-150	Subcontractor Provide Elevator Calculations	5P	11	0	22-Jun-23 A	07-Jul-23 A				
CCD-DS003-200	DSA Review & Approve Elevator Calculations	5P	65	62	10-Jul-23 A	09-Oct-23	-211			
CCD-DS003-250	Owner Direction to Stop Work on Elevator	5P	1	0	17-Jul-23 A	17-Jul-23 A				
CCD-DS003-210	Remobilize Elevator Contractor	5P	16	16	10-Oct-23	31-Oct-23	-211			
CCD-DS003-300	Resume Work on Elevator	5P	1	0	01-Nov-23	01-Nov-23	-211			
CCD-DS003-320	Remobilize Drywall Crews for Elevator Tower (Due to CCD Def Sub 03)	5P	15	15	16-Nov-23	08-Dec-23	-211			
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CN-60050	Bldg C - Elev - Set Hydraulic Piston & Elevator Equipment	5P	15	2	06-Nov-23	07-Nov-23	-211	19-Jul-23	20-Jul-23	-77
CN-60110	Bldg C - Elev - Construct First Floor Landing	5P	5	2	08-Nov-23	09-Nov-23	-211	21-Jul-23	24-Jul-23	-77
CN-60120	Bldg C - Elev - Construct Second Floor Landing	5P	5	2	10-Nov-23	13-Nov-23	-211	25-Jul-23	26-Jul-23	-77
CN-60090	Bldg C - Elev - Erect Elevator Carriage	5P	15	2	14-Nov-23	15-Nov-23	-211	27-Jul-23	28-Jul-23	-77
CN-60040	Bldg C - Elev - Fire Alarm Interlock with Elevator	5P	5	5	16-Nov-23	22-Nov-23	-175	31-Jul-23	04-Aug-23	-77
CN-60250	Bldg C - Elev - Drywall 1st Floor Elevator Front	5P	2	2	11-Dec-23	12-Dec-23	-211	31-Jul-23	01-Aug-23	-92
CN-60270	Bldg C - Elev - Drywall 2nd Floor Elevator Front	5P	2	2	13-Dec-23	14-Dec-23	-211	02-Aug-23	03-Aug-23	-92
CN-60280	Bldg C - Elev - Densglass / Ext Insulation	5P	3	3	13-Dec-23	15-Dec-23	-211	02-Aug-23	04-Aug-23	-92
CN-60290	Bldg C - Elev - Lath, Scratch, Brown Coats	5P	4	4	18-Dec-23	21-Dec-23	-211	07-Aug-23	10-Aug-23	-92
CN-60300	Bldg C - Elev - Cure Brown Coat	5P	6	6	22-Dec-23	02-Jan-24	-211	11-Aug-23	18-Aug-23	-92
CN-60310	Bldg C - Elev - Color Coat & Clean Up	5P	2	2	03-Jan-24	04-Jan-24	-211	21-Aug-23	22-Aug-23	-92
CN-60320	Bldg C - Elev - Paint Elevator Tower	5P	4	4	05-Jan-24	10-Jan-24	-211	23-Aug-23	28-Aug-23	-92
CN-60100	Bldg C - Elev - Carriage Flooring & Finishes	5P	5	5	11-Jan-24	18-Jan-24	-211	29-Aug-23	05-Sep-23	-92
CN-60330	Bldg C - Elev - Install Mechanical Unit	5P	3	3	11-Jan-24	16-Jan-24	-47	29-Aug-23	31-Aug-23	-92
CN-60340	Bldg C - Elev - Final Clean / Punch	5P	6	6	17-Jan-24	24-Jan-24	-47	01-Sep-23	11-Sep-23	-92
CN-60350	Bldg C - Elev - Fire Alarm Testing	5P	5	5	18-Jan-24	24-Jan-24	-47	05-Sep-23	11-Sep-23	-92
CN-60130	Bldg C - Elev - Commissioning & Pre-Test	5P	5	5	19-Jan-24	25-Jan-24	-211	06-Sep-23	12-Sep-23	-92
CN-60130.1	Elevator Ready for Inspection	7P	0	0		25-Jan-24	-305		12-Sep-23	-135
CN-60060	Bldg C - North - State Elevator Inspection	5P	5	5	26-Jan-24	01-Feb-24	-211	16-Oct-23	20-Oct-23	-69
Commissioning										



Project ID: RoseK5-2306-2
Start Date: 02-Feb-21
Finish Date: 12-Sep-24
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Print Date: 14-Dec-23 10:25

Remaining Level of Effort
Actual Level of Effort
Pre-Delay Bar
Actual Work
Remaining Work
Critical Remaining Work
Pre-Delay Milestone
Milestone

Rose Ave ES Reconstruction - June 2023 Update
TIA - Comparison Report - Impacted Activities

Balfour Beatty

2024 Commercial Package
Insurance Proposal

For

Cam Painting, Inc.

February 24, 2024

Presented by:

Shawn Kohen, President

Natalie Nosek, Account Manager

PARAMOUNT
EXCLUSIVE INSURANCE SERVICES, INC.

Paramount Exclusive Insurance Services Inc.

15760 Ventura Blvd., Ste 500 ▪ Encino, CA 91436

Phone: (818) 986-7283 Fax: (818) 986-4949

License No. 0G26079

Paramount Exclusive Insurance Services Inc. is recognized as a leading provider as a one-stop insurance brokerage based in California and provides services throughout the United States. We have built a reputation and relationships with the insurance carriers of

This proposal of coverage is intended to facilitate your understanding of the insurance program we are not proposing to arrange on your behalf. It is NOT intended to replace or supersede your present insurance policies. For a complete description of coverage's, conditions, limitations, warranties, exclusions, etc., please read the actual policy. This is a quotation only, and coverage is not bound, nor does this document represent a Binder of Insurance.

Introduction to the Agency

unparalleled knowledge, expertise, and service which allow us to provide our clients with the most competitive rates in the industry.

Paramount Exclusive Insurance Services, Inc. has a target marketing strategy that helps businesses analyze their insurance needs. We provide all lines of insurance for Businesses, Individuals, and Families. We offer prompt service, reliability, convenience and financial stability. This exceptional balance of value, strength and service sets Paramount Exclusive Insurance Service, Inc. apart from other insurance companies.

Whether you need coverage for your business such as Workers Compensation, General Liability, Commercial Auto or Personal Auto, Home, Umbrella or Health, Paramount Exclusive Insurance Service has the policy that fits your needs. We offer products that are designed to meet your needs while saving you money.

President	**Shawn Kohen**
Direct Phone #	(818) 986-7283
Direct Fax #	(818) 986-4949
Email Address:	**shawn@paramountexclusiveins.com**
Account Manager	Natalie Nosek
Direct Phone #	(818) 616-8620
Direct Fax #	(818) 986-4949
Email Address:	natalie@paramountexclusiveins.com
Certificate Requests	
Direct Phone #	(818) 986-7283
Direct Fax #	(818) 986-4949
Certificate Request:	Please submit a complete Certificate Request Form to our office **certificates@paramountexclusiveins.com**

Commercial Package Premium Summary

Location No.	Address
1	29 Hackamore Ln. Bell Canyon, CA 91307

Description	**Premium**
Estimated Annual Premium GL	$11,235
Estimated Annual Premium UM 5M	$10,190
Estimated Annual Premium UM 3M	$3,172
State Mandated Taxes and Fees	$681.31
Wholesaler Fee	$850
Broker Fee	$495
Administrative Fee	Waived
Total Premium	**$26,623.31**

Billing / Audit Information

Pay in Full	$26,623.31
Down Payment	$5,136.75
10 Monthly Installments	$2,305.77
Billing Plan	Premium Financing
Audit Frequency	At Expiration

Binding Instructions

- Please remit your signed bind request and necessary papers as follows to bind coverage:
  - Acord 125
- Motor Carrier Permit: CA #_____
- Deposit premium payable to: **Paramount Exclusive Insurance Services, Inc.**
- This quotation is valid until **02/24/2024** If coverage is requested after this date the company reserves the right to re-quote based upon the current rates and available coverage terms.
- Please note there may be an installment fee up to $10 for some carriers.
- All insurance proposed is subject to change, even after coverage has been bound, based on any subjectivities, additional underwriting information, results of loss control surveys, and compliance with recommendations. This summary of policy coverages, premium and limits are not an insurance policy. In the event of a conflict, the terms stated in the insurance policy shall govern.
- I hereby authorize **Berkley Assurance Company (A+, Superior – Financial Size Category XV) & Starstone National Insurance Company – (A-u, Excellent – Financial Size Category** to bind coverage as presented in this proposal by Paramount Exclusive Insurance Services Inc.
-

Name	**Signature**	**Date**

General Liability Proposal

Effective Dates: **2/24/2024 - 2/24/2025**

Carrier Name: **Berkley Assurance Company (A+, Superior – Financial Size Category XV)**

Limits:

$2,000,000	General Aggregate
$2,000,000	Products/Completed Operations
$1,000,000	Personal & Advertising Injury
$1,000,000	Each Occurrence
$100,000	Damages to Premised Rented to You Limit
$5,000	Medical Payments

Deductible: $5,000 BI and/or PD Combined Per Occurrence Includes ALAE & Defense Costs

Exposure:

Class Code	Description	Exposures	Rate	Premium Basis
98304	Painting - exterior - buildings or structures - three stories or less in height	2,000,000	$5.618	Per $1,000 Receipts

Name	Signature	Date

Commercial Umbrella Proposal (5M)

Effective Dates: **2/24/2024 - 2/24/2025**

Carrier Name: **Berkley Assurance Company (A+, Superior – Financial Size Category XV) Size Category XI)**

Limit:

Each Occurrence Limit	$	5,000,000
Aggregate Limit	$	5,000,000

Schedule of Underlying Insurance

A. COMMERCIAL GENERAL LIABILITY:

Company: Berkley Assurance Company
Policy Number: TBD
Policy Term: 02/24/2024 to 02/24/2025

Each Occurrence Limit	$	1,000,000
General Aggregate Limit (Other than Products-Completed Operations)	$	2,000,000
Products-Completed Operations Aggregate Limit	$	2,000,000
Personal and Advertising Injury Limit	$	1,000,000

B. AUTOMOBILE LIABILITY

Company: ArmGUARD Insurance Company
Policy Number: TBD
Policy Term: 12/11/2023 to 12/11/2024

CSL	$ 1,000,000	Each Accident
Hired/Non Owned Limit	$ 1,000,000	Each Accident

C. Employer's Liability

Company: Falls Lake Fire & Casualty Company
Policy Number: FLA0206740 00
Policy Term: 04/01/2023 to 04/01/2024

Bodily Injury by Accident - Each Accident	$	1,000,000
Bodily Injury by Disease - Aggregate Limit	$	1,000,000
Bodily Injury by Disease - Each Employee	$	1,000,000

Name	Signature	Date

Commercial Umbrella Proposal (3M)

Effective Dates: **2/24/2024 - 2/24/2025**

Carrier Name: **Starstone National Insurance Company - Admitted**

Limit :

Limits of Insurance	$3,000,000	Each Occurrence
	$3,000,000	Annual Aggregate
	$3,000,000	Products/Completed Operations Aggregate
Retained Limit:	N/A	
Self Insured Retention:	N/A	
In excess of:		
Umbrella / Excess Liability	$5,000,000	Per Occurrence, Per Claim or Per Loss
	$5,000,000	Aggregate, where applicable

Name	Signature	Date

Forms and Endorsements (GL)

FORM NUMBER	FORM TITLE
VUM 99 40 02 22	Policy Cover Page
D-2 01 20	D-2 Notice
VUM 10 00 07 23	Privacy Notice
IL P 001 01 04	US Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
SC-CGL (10-17)	Commercial General Liability Declarations
SC-FORMS (10-17)	Schedule of Forms and Endorsements
IL 00 17 11 98	Common Policy Conditions
CG 00 01 04 13	Commercial General Liability Coverage Form
CG 20 10 12 19	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
CG 20 37 12 19	Additional Insured - Owners, Lessees or Contractors - Completed Operations
CG 21 09 06 15	Exclusion - Unmanned Aircraft
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 55 09 99	Total Pollution Exclusion With A Hostile Fire Exception
CG 21 71 01 15	Exclusion Of Other Acts Of Terrorism Committed Outside The United States; Cap On Losses From Certified Acts Of Terrorism
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 24 01 12 04	Non-Binding Arbitration
CG 24 04 12 19	Waiver Of Transfer Of Rights of Recovery Against Others To Us (Waiver Of Subrogation)
CG 24 26 04 13	Amendment of Insured Contract Definition
IL 00 21 10 15	Nuclear Energy Liability Exclusion Endorsement
VCAS 10 34 09 20	Exclusion - USL&H, Jones Act or Other Maritime Laws
VCAS 10 39 09 20	Exclusion - Professional Services
VCAS 10 48 10 23	Exclusion - Residential Construction
VCAS 10 57 02 21	Exclusion - Cyber Injury
VCAS 10 58 02 23	Exclusion - Demolition
VCAS 10 71 08 22	Exclusion - Designated Roofing Exposure
VCAS 10 79 07 20	Exclusion - Exterior Insulation and Finish Systems & Stucco Systems
VCAS 11 04 06 20	Exclusion - Bacteria, Mold, Mildew, Mycotoxins, Fungi or Pathogens
VCAS 20 14 01 21	Contractor Conditions. No Coverage Applies Unless Adequately Insured
VCAS 20 20 06 21	Deductible Liability Insurance
VCAS 20 26 05 12	Exclusion - Apartment Conversions
VCAS 20 35 11 10	Primary and Noncontributory Wording
VCAS 20 36 11 12	Designated Construction Project(s) General Aggregate with a CAP
VCAS 20 37 11 17	Exclusion - Imported Building Materials
VCAS 20 48 06 21	Exclusion - Continuing Damages
VCAS 20 61 01 21	Exclusion - Operations Covered By A Dedicated Insurance Program(s)
VCAS 20 64 01 21	Exclusion - Injury To Temporary, Casual Or Volunteer Workers
VCAS 20 79 12 11	Exclusion - Occupational Disease
VCAS 20 89 12 16	State of New York - Operations Exclusion
VCAS 20 94 06 20	Exclusion - Snow Removal and Ice Removal
VCAS 20 99 08 20	Exclusion - Wildfire
VCAS 21 12 04 21	Exclusion - Breach of Contract
VCAS 21 26 02 23	Exclusion - Height Restriction
VCAS 21 28 03 23	Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
VCAS 21 29 09 23	Exclusion - Biometric Information
VCAS 99 15 01 21	Amendatory - Definition Of Employee - Includes 1099 Employees Or Contractors
VCAS 99 64 04 21	Composite Rate Endorsement
VCAS 99 75 01 21	Contractors Enhancement Coverage
VCAS 99 88 09 20	Exclusion - Cross Suits
VCAS 99 89 06 21	Premium Audit Condition
VUM 000 CA 01 16	Service of Suit - California
VUM 99 32 04 21	Minimum Earned Premium
VUM 99 44 04 21	Cancellation
VUM 99 49 06 21	Anti-Stacking Endorsement
VUM 99 50 04 22	Exclusion - Asbestos
VUM 99 60 04 22	Exclusion - Lead

Name	Signature	Date

Forms and Endorsements (EXL 3&5 ML)

VUM 99 40 02 17	Policy Cover Page 2017
IL P 001 01 04	US Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
CEXC 10 03 10 17	Commercial Excess Liability Declarations
CEXC 10 01 10 17	Schedule of Underlying Insurance
SC-FORMS (10-17)	Schedule of Forms and Endorsements
CEXC 10 00 08 14	Commercial Excess Liability Policy
VUM SOS CA 01 16	Service of Suit - California
VUM 99 32 04 21	Minimum Earned Premium
VUM 99 49 05 21	Anti-Stacking Endorsement
VUM 10 03 07 23	Privacy Notice
CEXC 10 13 05 20	Exclusion - Communicable Disease
CEXC 10 14 05 20	Exclusion - Fungi or Bacteria
CEXC 10 28 01 23	Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
VCAS 21 07 02 21	Exclusion - Cyber Injury
CEXC 10 32 09 23	Exclusion - Biometric Information
IL 01 17 11 98	Common Policy Conditions
VUM 99 44 04 21	Cancellation
D-2 01 20	D-2 Notice

Forms:	SSN EXS 0003 CW (03/16)	EXCESS LIABILITY - JACKET
	SSN EXS 0002 CW (03/16)	EXCESS LIABILITY - DECLARATIONS
	SSN EXS 0001 CW (03/16)	FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY
	SSN EXS 0004 CW (03/16)	SCHEDULE OF ENDORSEMENTS

Additional endorsements:

SSN EXS 0010 CW (03/16)	ABUSE OR MOLESTATION EXCLUSION
SSN EXS 0183 CW (03/16)	AUTO COVERAGE - EXCLUSION OF TERRORISM
SSN EXS 0028 CA (03/16)	CANCELLATION AND NONRENEWAL - CALIFORNIA CHANGES
SSN EXS 0037 CW (03/16)	CONTRACTORS LIMITATION OF COVERAGE
SSN EXS 0042 CW (03/16)	CROSS LIABILITY EXCLUSION - BROAD FORM
SSN EXS 0051 CW (03/16)	DESIGNATED EXPOSURES EXCLUSION
SSN EXS 0059 CW (03/16)	DESIGNATED WORK EXCLUSION (RESIDENTIAL WITHOUT GARDEN APARTMENT)
SSN EXS 0061 CW (03/16)	DIRECTORS AND OFFICERS LIABILITY EXCLUSION
SSN ML 0002 CW (12/20)	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
SSN EXS 0067 CW (03/16)	EMPLOYMENT DISCRIMINATION AND EMPLOYMENT â€“ RELATED PRACTICES EXCLUSION
SSN EXS 0187 CW (08/17)	EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
SSN EXS 0188 CW (08/17)	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
SSN EXS 0080 CW (03/16)	FUNGI OR BACTERIA EXCLUSION
SSN EXS 0122 CW (03/16)	PENDING AND PRIOR LITIGATION AND KNOWN LOSSES EXCLUSION
SSN EXS 0129 CW (03/16)	POLLUTION EXCLUSION (WITH HOSTILE FIRE EXCEPTION)
SSN EXS 0166 CW (03/16)	SILICA EXCLUSION
SSN EXS 0306 CW (04/21)	HUMAN TRAFFICKING EXCLUSION
SSN ML 0001 CW (12/20)	TERRORISM QUOTE PREMIUM DISCLOSURE
SSN EXS 1011 CW (09/18)	DEFINITION OF INSURED AND AMENDMENT OF CANCELLATION PROVISION

Name	Signature	Date

AUTHORIZATION TO BIND COVERAGE

NAMED INSURED: Cam Painting, Inc.

LINE OF COVERAGE: Commercial Package

☐ After careful review of your proposal we have decided to **accept** your proposal **as presented**.

OR

☐ After careful review of your proposal we have decided to **accept your proposal with the following changes**:

_____

_____

_____

This proposal does not constitute a binder of insurance. Binding is subject to final carrier approval. The actual terms and conditions of the policy will prevail.

Name	
Title	
Signature	
Date	

The premium quoted was calculated based on information provided by you in your application for insurance. The premium quoted may be adjusted based on an audit of your books and records during and/or at the conclusion of the policy period to determine actual receipts, payroll and other factors used to calculate earned premium.

This is a coverage summary, not a legal contract. This summary is provided to assist in your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitation and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to the binding of coverage.

For complete details of coverage, conditions, limits and losses not covered, be sure to read the policy. If you have questions, or need additional explanations, please contact your agent.

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring those areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits and additional coverage may be available. Please contact us if you are interested in additional quotes.

Fees are fully earned by binding. Coverage cannot be bound unless a binding request has been made by our office and binding is confirmed by an authorized representative of Paramount Exclusive Insurance Services, Inc.

- Web Access – By visiting the link of our website at **www.paramountexclusiveins.com**, clients now will be able to submit requests for all types of Insurance Quotes.

- Certificates of Insurance – We will provide all certificates of insurance binding coverage. In regards to ongoing certificates you may require throughout the year, our standard protocol is to issue all certificates within 24 hours of receiving the request. Rush requests are usually handled within 2 hours.

- Personalized Account Management Services – Upon binding coverage with Paramount Exclusive Insurance Services, every client is assigned an Account Manager to service their account. This Account Manager serves as the client's main point of contact. He or she is available to answer all coverage questions, endorse policy changes and maintain the policy portfolio for the client.

- Renewal Services – Prior to the renewal of your account, your Client Advisor will be in touch with you to discuss your satisfaction with your current carrier and, if need be, to devise a marketing strategy to approach other markets. In marketing your insurance program, we ensure that your product is both competitive and that it is inclusive of any coverage features available.

- Additional Services: Paramount Exclusive Insurance will also provide risk management services, loss control services, and claims administration.

Coverage Recommendations

Please let us know if you would like a quote for increased limits Or Any of the following additional coverages

- Property
- Building Ordinance, Demolition Coverage
- Loss of Income, Loss of Rents, Extra Expense
- Earthquake and/or Earthquake Sprinkler Leakage/Flood
- Inland Marine- Tools, Equipment, Installation Floater, Transit, Builders Risk
- Computer Hardware, Software, Extra Expense
- Boiler and Machinery
- General Liability
- Employee Benefits Liability
- Completed Operations
- Products Recall
- Auto Liability: Comprehensive/Collision
- Non-Owned/ Hired Auto Liability
- Uninsured and Underinsured Motorist
- Physical Damage
- Excess Liability
- Crime: Employee Dishonesty, Depositors Forgery, Money In-Out,
- Computer Fraud
- Fiduciary Liability
- Pollution Liability
- Cyber Liability
- Employment Practice Liability
- Directors & Officers Liability
- Professional Liability
- Foreign Liability
- Life, Health, Accident, or Disability Insurance
- Credit Insurance- the guarantee of
- accounts receivable against non-payment
- Intellectual Property- Copyright, Trademark, Patent Infringement

Note: **This is a summary only**. For a complete description of coverages, conditions, and exclusions, please refer to the actual policy.

Paramount Exclusive Insurance Services Disclosure Notice

The following disclosure was prepared by the California Insurance Commissioner:
PLEASE READ CAREFULLY

Do not sign any broker fee agreement unless all of its blank lines and spaces have been filled-in and you have read the entire document and the agreement carefully. Your insurance broker represents you, the consumer, and is entitled to charge a broker fee if he/she chooses. This fee is not set by law, may be negotiable between you and the broker.

It is illegal for an insurance broker to charge you a fee for placing coverage solely with the California Automobile Assigned Risk Plan or the California Fair Plan. Fees may be charged for placement of other coverages.

Broker fees are often non-refundable even if you cancel your coverage. Refer to your broker fee agreement to see if your broker is non-refundable. However, you may be entitled to a full refund of a broker fee if your broker acts incompetently or dishonestly. Unresolved disputes over non-refundable broker fees can be forwarded to the Department of Insurance for review.

You are entitled to obtain and keep a completed copy of this disclosure and any broker fee agreement you sign.

Your broker may receive a commission from insurance company (ies) for placing your insurance. This commission may be paid to your broker by the insurance company (ies) in addition to any broker fee you pay.

If you will be paying your premium in installments to a finance company, by law you must receive a copy of the premium finance disclosure and agreement. Be sure to obtain and read the documents before signing a premium finance agreement. Also, ask the broker if the insurer offers its own installment payment plan. Insurer installment plans are often cheaper than premium financing through a separate premium finance company.

If your broker is placing automobile coverage, your broker must provide you with a copy of the current Department of Insurance Pamphlet Automobile Insurance. If your broker is placing residential coverage, your broker must provide you with a copy of the current Department of Insurance Pamphlet Residential Insurance. By signing this disclosure, you acknowledge receipt of the appropriate pamphlet(s).

Client Initials: _____

BROKER FEE AGREEMENT
Paramount Exclusive Insurance Services, Inc.
CDI License No.: 0G26079

As of this 24th day of February 2024, the undersigned Cam Painting, Inc. ("Client") appoints Paramount Exclusive Insurance Services, Inc. ("Broker") as Client's insurance broker of record to transact business on behalf of the client. Broker will make a reasonable search of the marketplace of insurers available to Broker and provide options to client for the type of risk that Client wishes to insure based on the requirements and specifications provided by Client. This Agreement shall continue in full force until terminated by either party. Client agrees to pay a broker fee for Broker's services. In addition to the broker fee, Client acknowledges that Broker receives compensation from insurers for its professional services in the form of commissions, which consist of a percentage of the premium collected by the insurers. Broker may also receive additional compensation, under agreements with one or more insurers in the form of commission overrides or based on some combination of volume, profitability or other factors. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed. At your request, Broker will be pleased to supply further details of any such fee, override or other compensation that relates to your account.

The broker fee is $495.00. Client agrees to this fee and understands that the broker fee is not refundable, irrespective of whether the policy is cancelled or rejected by the Client or insurer. Client authorizes Broker to maintain premium payments in interest-bearing trust accounts and to receive any interest-income there from until paid to the insurance company.

Any controversy or dispute between the parties arising out of or with respect to this agreement shall be adjudicated by binding arbitration before a single, neutral arbitrator who shall be a retired superior court judge mutually acceptable to the parties. The arbitrator shall be selected in accordance with rules adopted by JAMS and in effect at the time of the dispute. Discovery shall be allowed pursuant to the rules of JAMS. No appeal shall lie from the Arbitration Award rendered by the Arbitrator, and the Award may be confirmed as a Judgment in any Court of competent jurisdiction. In any action to enforce this Agreement, the prevailing party shall be awarded its reasonable attorney's fees, court or arbitration costs. This agreement shall take effect upon its execution by Broker and Client and shall be interpreted and construed in accordance with the laws of the State of California, which laws shall prevail in the event of a conflict of law. Venue for any proceeding shall be Los Angeles, California.

The Client hereby appoints Broker as the Client's attorney-in-fact to execute renewal applications, endorsements, premium financing documents and any other documents or forms necessary for the procurement, premium payment, and maintenance of the policies obtained by Broker for the Insured.

The Client agrees to the conditions set forth above and acknowledges receipt of a copy of this Agreement. The Client understands that upon signing this document, the broker fee will be fully earned by Broker and will be non-refundable.

APPLICANT/INSURED

_____

(Name of Applicant/Insured)

Signature: _____

Title: _____

Date: _____

BROKER

PARAMOUNT EXCLUSIVE INSURANCE SERVICES, INC.

Signature: _____

Title: _____

Date: _____

CE Number	CDR	Cont. Allow. # /Status	Open CE's	CE Title	Date Submitted Orig. to CFW / IBI	Date Re-submitted / Status	Cost Submitted	Contractor Contingency Approved	Project (E&O) Contingency	Offsite Improvements Allowance	Architect & CFW Approved Board Meeting October 2025 Allocation #08	Comments
261	142	Disputed	CFW Rec. Approval 7/9/25	Kitchen T-Bar Access	11/30/23	Disputed 2-8-24	$1,736.99	$1,736.99			Contractor Contingency	
298	146	Disputed	CFW Rec. Approval 7/9/25	RFI 132.1 Mechanical Yards Wall Extension	12/14/23	Disputed 2-1-24	$1,352.98	$1,352.98			Contractor Contingency	
300	150	Disputed	CFW Rec. Approval 7/9/25	Signage Frames	12/18/23	Disputed 1-24-24	$6,803.56	$6,803.56			Contractor Contingency	
111	151	Disputed	CFW Rec. Approval	RFI 295: Bldg. C South - Hand Dryer Circuit	12/22/23	Disputed 1-30-24, &b 2-8-24	$12,087.00	$12,087.00			Contractor	
167	153	Disputed	CFW Rec. Approval 7/9/25	RFI 294.1: Parent Drop Off - Light Pole Locations	12/22/23	Disputed 1/24/24	$3,023.00	$3,023.00			Contractor Contingency	
305	154	Disputed	CFW Rec. Approval 7/9/25	RFI 528 Custodian Shelf Product Clarification	01/04/24	Disputed 1/23/24	$2,210.06	$2,210.06			Contractor Contingency	
306	155	Disputed	CFW Rec. Approval 7/9/25	Bldg. C - Additional Work to Relocate Smoke Detectors	01/04/24	Disputed 1/23/24	$3,787.00	$3,787.00			Contractor Contingency	
215	157	Disputed	CFW Rec. Approval 7/9/25	RFI 472 Bldg. B - Drinking Fountain Elevation Conflict	01/05/24	Disputed 2-1-24	$1,569.00	$1,569.00			Contractor Contingency	
069	160	Disputed	CFW Rec. Approval 7/9/25	RFI 178 Bldg. C - Media Center Raise Exterior Wall Curb Due to Flatwork Elevation:	01/18/24	Disputed - 01/18/24 , 1/23/24	$3,346.61	$3,346.61			Contractor Contingency	
325	167	Disputed	CFW Rec. Approval 7/9/25	Paint Elevator Remobilization	02/23/24	Disputed 02/24/24	$4,000.00	$4,000.00			Contractor Contingency	
326	168R2	Disputed	CFW Rec. Approval 7/9/25	Insurance Renewal (CAM Painting)	02/23/24	Disputed 04/01/4	$6,889.07	$6,889.07			Contractor Contingency	
		Contractor Contingency		BBC Negotiated Offset with CFW	10/17/25	Negotiatied Amount	$ (6,651.26)	$ (6,651.26)			Contractor Contingency	
Total				TOTAL			$40,154.01	$40,154.01	$0.00	$0.00		

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

The Lease Leaseback Agreement ("Agreement") entered into on November 17th, 2017, by and between the Oxnard School District ("District") and Balfour Beatty Construction, LLC, ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #17-158 that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained LLB Contractor to provide preconstruction and constructionservices for the Rose Avenue Elementary School Reconstruction ("Project") for the District's Master Construct and Implementation Program;

WHEREAS, the District operates Rose Avenue Elementary, located at 220 S. Driskill Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Balfour Beatty Construction to construct thru the completion and occupancy of the new school;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed withconstruction;

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

AMENDMENT

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

H. Site. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit B** attachedhereto to the Site Lease.

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

The "GMP" for the Project shall be **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents ($41,678,393.00)**. The GMP consists of (1) a Contractor Contingency in the amount of **One Million Six Hundred Ninety-five Thousand Fourty-Two Dollars and No Cents ($1,695,042.00)**, and, (2) Sublease Payments in the amount of **$173,660** per month for **12** months for a total lease value of **Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents ($2,083,920.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto.

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

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign **Leon Cavallo** as Project Manager/Superintendent for the Project. So long as **Leon Cavallo** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

APPROVED:

Balfour Beatty Construction, LLC:

Signature

Brian H. Cahill President, California Division
Typed Name/Title

09/28/2021
Date

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

10-7-2021
Date

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

EXHIBIT A

Scope of Work

DRAWINGS

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

PROJECT DESCRIPTION

CONSTRUCTION OF A NEW SCHOOL ON THE EXISTING SCHOOL PLAY FIELD, MULTIPLE BUILDINGS FOR KINDERGARTEN, CLASSROOMS, MULTI-PURPOSE BUILDING, ADMINISTRATION, LEARNING RESOURCE CENTER, AND BOTH ON AND OFF-SITE IMPROVEMENTS.

The Project will be completed in two (2) Phases over a nineteen (19) month duration. **Phase 1,** (construction of new campus facilities), shall commence in November 2021 and be completed in February 2023. **Phase 2,** (demolition of the existing campus and completion of the new sports field and related equipment shall commence February 2023 and be completed in June 2023. A total duration of four hundred and sixty (460) Calendar Days. The total Guaranteed Maximum Price (GMP) for the Rose Ave E.S. Reconstruction Project shall be: **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents ($41,678,393.00).**

Contract Documents Listed

1. **Specifications**

Division	Number	Description
01 - General Requirements	01 11 00	Summary of Work
01 - General Requirements	01 23 00	Alternates
01 - General Requirements	01 25 00	Substitution Procedures
		Substitution Request Form - For Use During Bidding
		Substitution Request Form - For Use During Construction
		Substitution Warranty Form
01 - General Requirements	01 26 00	Contract Modification Procedures
01 - General Requirements	01 29 00	Payment Procedures
01 - General Requirements	01 31 00	Project Management and Coordination
01 - General Requirements	01 31 24	Building Information Modeling (BIM) Coordination
01 - General Requirements	01 32 00	Construction Progress Documentation
01 - General Requirements	01 33 00	Submittal Procedures
01 - General Requirements	01 41 00	Regulatory Requirements

01 - General Requirements	01 42 00	Definitions and References
01 - General Requirements	01 43 00	Quality Assurance
01 - General Requirements	01 50 00	Temporary Facilities and Controls
01 - General Requirements	01 56 39	Temporary Tree and Plant Protection
01 - General Requirements	01 60 00	Product Requirements
01 - General Requirements	01 70 00	Field Engineering and Execution Requirements
01 - General Requirements	01 73 29	Cutting and Patching
01 - General Requirements	01 74 16	Storm Water Pollution Prevention Plan
01 - General Requirements	01 74 19	Construction Waste Management and Disposal
01 - General Requirements	01 77 00	Closeout Procedures
01 - General Requirements	01 78 23	Operation and Maintenance Data
01 - General Requirements	01 78 39	Project Record Documents
01 - General Requirements	01 79 00	Demonstration and Training
01 - General Requirements	01 81 19	Indoor Air-Quality Requirements
02 - Existing Conditions	02 41 13	Site Demolition
02 - Existing Conditions	02 41 16	Building Demolition
03 - Concrete	03 05 05	Concrete Sealer
03 - Concrete	03 30 00	Cast-In-Place Concrete
03 - Concrete	03 30 05	Underslab Vapor Barrier
03 - Concrete	03 52 00	Concrete Topping
04 - Masonry	04 22 00	Concrete Unit Masonry
05- Metals	05 12 00	Structural Steel Framing
05- Metals	05 12 13	Architecturally Exposed Structural Steel Framing
05- Metals	05 31 00	Steel Decking
05- Metals	05 40 00	Cold-Formed Metal Framing
05- Metals	05 50 00	Metal Fabrications
05- Metals	05 51 00	Metal Stairs
06 - Woods, Plastics, and Composites	06 16 43	Glass-Mat Gypsum Sheathing
06 - Woods, Plastics, and Composites	06 20 00	Finish Carpentry
06 - Woods, Plastics, and Composites	06 41 00	Architectural Wood Cabinets
06 - Woods, Plastics, and Composites	06 83 16	Fiberglass-Reinforced Plastic Paneling
07 - Thermal and Moisture Protection	07 13 26	Self-Adhering Sheet Waterproofing
07 - Thermal and Moisture Protection	07 13 30	Pre-Applied Sheet Waterproofing
07 - Thermal and Moisture Protection	07 18 13	Traffic Coating
07 - Thermal and Moisture Protection	07 21 13	Rigid Foam Board Insulation

07 - Thermal and Moisture Protection	07 21 16	Blanket Insulation
07 - Thermal and Moisture Protection	07 27 19	Weather-Resistive Sheet Barrier System
07 - Thermal and Moisture Protection	07 42 13	Formed Metal Wall Panels
07 - Thermal and Moisture Protection	07 42 46	Fiber-Cement Wall Panels
07 - Thermal and Moisture Protection	07 46 46	Fiber-Cement Siding
07 - Thermal and Moisture Protection	07 54 13	Tripolymer Alloy Roofing
07 - Thermal and Moisture Protection	07 62 00	Sheet Metal Flashing and Trim
07 - Thermal and Moisture Protection	07 65 00	Flexible Flashing
07 - Thermal and Moisture Protection	07 71 29	Manufactured Roof Expansion Joints
07 - Thermal and Moisture Protection	07 72 00	Roof Accessories
07 - Thermal and Moisture Protection	07 84 13	Penetration Firestopping
07 - Thermal and Moisture Protection	07 84 43	Joint Firestopping
07 - Thermal and Moisture Protection	07 92 00	Joint Sealants
07 - Thermal and Moisture Protection	07 95 13	Expansion Joint Cover Assemblies
08 - Openings	08 11 13	Hollow-Metal Doors and Frames
08 - Openings	08 14 16	Flush Wood Doors
08 - Openings	08 31 13	Access Doors and Frames
08 - Openings	08 33 13	Overhead Coiling Counter Door
08 - Openings	08 41 13	Glazed Aluminum Entrances and Storefronts
08 - Openings	08 44 13	Glazed Aluminum Curtain Walls
08 - Openings	08 51 13	Aluminum Windows
08 - Openings	08 71 00	Door Hardware
08 - Openings	08 81 00	Glass Glazing
08 - Openings	08 91 00	Louvers
09 - Finishes	09 06 00	Colors and Finishes
09 - Finishes	09 21 16	Gypsum Board Shaft-Wall Assemblies
09 - Finishes	09 24 00	Portland Cement Plaster
09 - Finishes	09 28 16	Glass-Mat-Faced Gypsum Backing Board
09 - Finishes	09 29 00	Gypsum Board
09 - Finishes	09 30 00	Ceramic Tile

09 - Finishes	09 51 13	Suspended Lay-In Panel Ceilings
09 - Finishes	09 65 00	Resilient Flooring
09 - Finishes	09 65 13	Resilient Base and Accessories
09 - Finishes	09 65 66	Resilient Athletic Flooring
09 - Finishes	09 68 13	Tile Carpeting
09 - Finishes	09 77 13	Stretched-Fabric Wall System
09 - Finishes	09 77 21	Vinyl-Wrapped Panels
09 - Finishes	09 81 16	Acoustical Blanket Insulation
09 - Finishes	09 91 00	Painting
09 - Finishes	09 96 23	Graffiti-Resistant Treatment
10 - Specialties	10 11 00	Visual Display Units
10 - Specialties	10 14 00	Signage
10 - Specialties	10 14 63	Electronic Message Sign
10 - Specialties	10 21 13	Solid-Plastic Toilet Compartments
10 - Specialties	10 26 10	Wall Protection
10 - Specialties	10 28 00	Toilet Accessories
10 - Specialties	10 44 13	Fire Protection Cabinets
10 - Specialties	10 44 16	Fire Extinguishers
10 - Specialties	10 51 13	Metal Lockers
10 - Specialties	10 75 00	Flagpole
11 - Equipment	11 40 00	Food Service Equipment
11 - Equipment	11 52 14	Rear Projection Screen
11 - Equipment	11 52 23	Audio-Visual Equipment Supports
11 - Equipment	11 66 23	Gymnasium Equipment
11 - Equipment	11 68 16	Play Structures
11 - Equipment	11 68 23	Exterior Court Athletic Equipment
12 - Furnishings	12 24 13	Roller Shades
14 - Conveying Equipment	14 24 25	Holeless Hydraulic Passenger Elevator
21 - Fire Suppression	21 20 00	Fire Suppression Systems
22 - Plumbing	22 05 00	Common Work Results for Plumbing
22 - Plumbing	22 05 13	Basic Plumbing Materials and Methods
22 - Plumbing	22 05 53	Plumbing Identification
22 - Plumbing	22 07 00	Plumbing Insulation
22 - Plumbing	22 07 20	Lavatory Pipe Covers
22 - Plumbing	22 10 00	Plumbing
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 00	Common Work Results for HVAC
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 13	Basic HVAC Materials and Methods
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 48	HVAC Sound, Vibration, and Seismic Control
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 53	HVAC Identification

23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 07 00	HVAC Insulation
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 00	HVAC Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 13	Environmental Controls and Energy Management Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 09 23	Environmental Controls and Energy Management Systems
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 30 00	Air Distribution
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 38 13	Kitchen Ventilation System
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 80 00	Heating, Ventilating, and Air Conditioning Equipment
26 - Electrical	26 05 00	Common Work Results for Electrical
26 - Electrical	26 05 13	Basic Electrical Materials and Methods
26 - Electrical	26 05 19	Low-Voltage Wires (600 Volt AC)
26 - Electrical	26 05 26	Grounding and Bonding
26 - Electrical	26 05 33	Raceways, Boxes, Fittings, and Supports
26 - Electrical	26 08 00	Electrical Systems Commissioning
26 - Electrical	26 09 23	Lighting Control Systems
26 - Electrical	26 10 00	Service Entrance
26 - Electrical	26 22 00	Low-Voltage Transformers
26 - Electrical	26 24 13	Switchboards
26 - Electrical	26 24 16	Panelboards and Signal Terminal Cabinets
26 - Electrical	26 50 00	Lighting
26 - Electrical	26 52 00	Emergency Power Systems
27 - Communications	27 05 36	Cable Trays for Communication
27 - Communications	27 10 00	Structured Cabling System (SCS)
27 - Communications	27 30 00	Area of Refuge/Elevator Landing - Two-Way Communication System
27 - Communications	27 51 16	Public Address/Clock System
27 - Communications	27 51 23.50	Assistive Listening System
28 - Electronic Safety and Security	28 16 00	Intrusion Alarm System
28 - Electronic Safety and Security	28 23 00	Video Surveillance (CCTV) System
28 - Electronic Safety and Security	28 31 00	Fire Detection and Alarm System
31 - Earthwork	31 10 00	Site Clearing
31 - Earthwork	31 20 00	Earthwork
31 - Earthwork	31 22 19	Finish Grading
32 - Exterior Improvements	32 12 16	Hot-Mix Asphalt Paving
32 - Exterior Improvements	32 13 13	Site Concrete
32 - Exterior Improvements	32 13 43	Pervious Concrete Pavement
32 - Exterior Improvements	32 13 73	Concrete Paving Joint Sealants

32 - Exterior Improvements	32 14 13	Precast Concrete Unit Pavers
32 - Exterior Improvements	32 15 40	Granular Surfacing
32 - Exterior Improvements	32 17 13	Wheelstops
32 - Exterior Improvements	32 17 23	Pavement Markings
32 - Exterior Improvements	32 17 26	Tactile Warning Surfaces
32 - Exterior Improvements	32 18 16	Resilient Surfacing
32 - Exterior Improvements	32 31 13	Chain-Link Fences and Gates
32 - Exterior Improvements	32 31 19	Decorative Metal Fences and Gates
32 - Exterior Improvements	32 33 00	Site Furnishings
32 - Exterior Improvements	32 80 00	Landscape Irrigation
32 - Exterior Improvements	32 90 00	Landscape Planting
32 - Exterior Improvements	32 92 00	Turf Sodding
32 - Exterior Improvements	32 93 00	Turf Hydroseeding
33 - Utilities	33 11 00	Site Water Distribution
33 - Utilities	33 31 00	Site Sanitary Sewerage
33 - Utilities	33 41 00	Site Storm Drainage
33 - Utilities	33 46 16	Subdrainage

2. Drawings

Discipline	Drawing No.	Drawing Title
GENERAL	G0000	COVER SHEET
GENERAL	G1000	GENERAL NOTES
GENERAL	G1001	CALGREEN CODE
GENERAL	G1002	CALGREEN CODE
GENERAL	G1100A	BUILDING A - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100B	BUILDING B - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100C	BUILDING C - CODE ANALYSIS FIRST FLOOR PLAN
GENERAL	G1101C	BUILDING C - CODE ANALYSIS SECOND FLOOR PLAN
GENERAL	G1200	LIFE AND SAFETY
CIVIL	C101	TITLE SHEET AND GENERAL NOTES
CIVIL	C201	TYPICAL DETAILS
CIVIL	C202	TYPICAL DETAILS
CIVIL	C203	TYPICAL DETAILS
CIVIL	C301	DEMOLITION PLAN
CIVIL	C302	DEMOLITION PLAN
CIVIL	C400	OVERALL SITE
CIVIL	C401	GRADING PLAN
CIVIL	C402	GRADING PLAN
CIVIL	C403	GRADING PLAN
CIVIL	C404	GRADING PLAN
CIVIL	C405	GRADING PLAN
CIVIL	C406	GRADING PLAN
CIVIL	C407	GRADING PLAN
CIVIL	C408	GRADING PLAN
CIVIL	C409	GRADING PLAN
CIVIL	C501	GRADING PLAN
CIVIL	C502	UTILITY PLAN
CIVIL	C601	UTILITY PLAN
LANDSCAPE	L1.01	EROSION GONTROL PLAN
LANDSCAPE	L1.02	LANDSCAPE CONSTRUCTION PLAN
LANDSCAPE	L1.03	PLANTING PLAN
LANDSCAPE	L2.01	PLANTING PLAN
LANDSCAPE	L2.02	IRRIGATION PLAN
LANDSCAPE	L3.01	IRRIGATION PLAN
LANDSCAPE	L3.02	LANDSCAPE DETAILS
ARCHITECTURAL	A1100	LANDSCAPE DETAILS
ARCHITECTURAL	A1201	OVERALL SITE PLAN
ARCHITECTURAL	A1202	SITE ENLARGED PLAN - NORTH-EAST
ARCHITECTURAL	A1203	SITE ENLARGED PLAN - SOUTH-EAST
ARCHITECTURAL	A1204	SITE ENLARGED PLAN - SOUTH-WEST
ARCHITECTURAL	A1301	SITE ENLARGED PLAN - NORTH-WEST

ARCHITECTURAL	A1302	ENLARGED SERVICE YARDS ENLARGED PLAYGROUNDS
ARCHITECTURAL	A1303	ENLARGED SERVICE YARDS AND CANOPY
ARCHITECTURAL	A2310A	BUILDING A - FLOOR PLANS AND ENLARGED PLANS
ARCHITECTURAL	A2311A	BUILDING A - FLOOR FINISH PLAN
ARCHITECTURAL	A2710A	BUILDING A - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810A	BUILDING A - ROOF PLAN
ARCHITECTURAL	A3001A	BUILDING A - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001A	BUILDING A - SECTIONS
ARCHITECTURAL	A4010A	BUILDING A - WALL SECTIONS
ARCHITECTURAL	A6010A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6011A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6013A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A8202	WALL DETAILS
ARCHITECTURAL	A9101A	BUILDING A - ROOM FINISH, DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310B	BUILDING B - FLOOR PLAN
ARCHITECTURAL	A2311B	BUILDING B - DIMENSION FLOOR PLAN
ARCHITECTURAL	A2312B	BUILDING B - FLOOR FINISH PLAN
ARCHITECTURAL	A2710B	BUILDING B - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810B	BUILDING B - ROOF PLAN
ARCHITECTURAL	A3001B	BUILDING B - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001B	BUILDING B - SECTIONS
ARCHITECTURAL	A4010B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A4011B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A5010B	BUILDING B - PARTIAL FLOOR PLANS
ARCHITECTURAL	A6010B	BUILDING B INTERIOR ELEVATIONS
ARCHITECTURAL	A6011B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A8601	OPENINGS
ARCHITECTURAL	A9101B	BUILDING B - ROOM FINISH SCHEDULE
ARCHITECTURAL	A9201B	BUILDING B - DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310C	BUILDING C - FIRST FLOOR PLAN - NORTH
ARCHITECTURAL	A2311C	BUILDING C - FIRST FLOOR PLAN - SOUTH
ARCHITECTURAL	A2312C	BUILDING C - FIRST FLOOR DIMENSION PLAN - NORTH
ARCHITECTURAL	A2313C	BUILDING C - FIRST FLOOR DIMENSION PLAN - SOUTH
ARCHITECTURAL	A2314C	BUILDING C - FIRST FLOOR FINISH PLAN - NORTH
ARCHITECTURAL	A2315C	BUILDING C - FIRST FLOOR FINISH PLAN - SOUTH
ARCHITECTURAL	A2320C	BUILDING C - SECOND FLOOR PLAN - NORTH
ARCHITECTURAL	A2321G	BUILDING C - SECOND FLOOR PLAN - SOUTH
ARCHITECTURAL	A2322C	BUILDING C - SECOND FLOOR DIMENSION PLAN - NORTH
ARCHITECTURAL	A2323C	BUILDING C - SECOND FLOOR DIMENSION PLAN - SOUTH
ARCHITECTURAL	A2324C	BUILDING C - SECOND FLOOR FINISH PLAN - NORTH
ARCHITECTURAL	A2325C	BUILDING C - SECOND FLOOR FINISH PLAN - SOUTH
ARCHITECTURAL	A2710C	BUILDING C - FIRST FLOOR REFLECTED CEILING PLAN - NORTH

ARCHITECTURAL	A2711C	BUILDING C - FIRST FLOOR REFLECTED CEILING PLAN - SOUTH
ARCHITECTURAL	A2720C	BUILDING C - SECOND FLOOR REFLECTED CEILING PLAN - NORTH
ARCHITECTURAL	A2721C	BUILDING C - SECOND FLOOR REFLECTED CEILING PLAN - SOUTH
ARCHITECTURAL	A2810C	BUILDING C - ROOF PLAN - NORTH
ARCHITECTURAL	A2811C	BUILDING C - ROOF PLAN - SOUTH
ARCHITECTURAL	A3001C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A3002C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A3003C	BUILDING C - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001C	BUILDING C - SECTIONS
ARCHITECTURAL	A4002C	BUILDING C – SECTIONS
ARCHITECTURAL	A4010C	BUILDING C - WALL SECTIONS
ARCHITECTURAL	A4011C	BUILDING C - WALL SECTIONS
ARCHITECTURAL	A5001C	BUILDING C - ENLARGED PLANS & SECTIONS
ARCHITECTURAL	A5002C	BUILDING C - ENLARGED PLANS & SECTIONS
ARCHITECTURAL	A6010C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6011C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012C	BUILDING C - Interior ELEVATIONS
ARCHITECTURAL	A6013C	BUILDING C INTERIOR ELEVATIONS
ARCHITECTURAL	A6014C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6015C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A6016C	BUILDING C - INTERIOR ELEVATIONS
ARCHITECTURAL	A9101C	BUILDING C - ROOM FINISH SCHEDULE
ARCHITECTURAL	A9201C	BUILDING C - DOOR SCHEDULES
ARCHITECTURAL	A9202C	BUILDING C - WINDOW SCHEDULE
ARCHITECTURAL	A8001	SITE DETAILS
ARCHITECTURAL	A8002	SITE DETAILS
ARCHITECTURAL	A8003	SITE DETAILS
ARCHITECTURAL	A8100	PLAN DETAILS
ARCHITECTURAL	A8200	WALL TYPES
ARCHITECTURAL	A8202	WALL DETAILS
ARCHITECTURAL	A8300	CEILING DETAILS
ARCHITECTURAL	A8400	ROOF DETAILS
ARCHITECTURAL	A8401	ROOF DETAILS
ARCHITECTURAL	A8402	ROOF DETAIL AND RUNNEL DETAILS
ARCHITECTURAL	A8500	INTERIOR DETAILS
ARCHITECTURAL	A8501	INTERIOR DETAILS
ARCHITECTURAL	A8600	OPENING DETAILS
ARCHITECTURAL	A8601	OPENING DETAILS
ARCHITECTURAL	A8602	OPENING DETAILS
ARCHITECTURAL	A8700	ACCESSIBILITY DETAILS
ARCHITECTURAL	A8800	STAIR & GUARDRAIL DETAILS
STRUCTURAL	S0001	STRUCTURAL NOTES
STRUCTURAL	S0002	STRUCTURAL NOTES
STRUCTURAL	S0003	STRUCTURAL NOTES

STRUCTURAL	S1101	TYP. FOUNDATION DETAILS
STRUCTURAL	S1102	TRASH ENCLOSURE
STRUCTURAL	S1103	SITE DETAILS
STRUCTURAL	S2111A	BUILDING A - FOUNDATION PLAN
STRUCTURAL	S2711A	BUILDING A - CEILING FRAMING PLAN
STRUCTURAL	S2811A	BUILDING A - LOW ROOF FRAMING PLAN
STRUCTURAL	S2812A	BUILDING A ROOF FRAMING PLAN
STRUCTURAL	53201A	BUILDING A - FRAME ELEVATION
STRUCTURAL	S9101A	BUILDING A - SCHEDULES
STRUCTURAL	S2111B	BUILDING B - FOUNDATION PLAN
STRUCTURAL	S2711B	BUILDING B - CEILING FRAMING PLAN
STRUCTURAL	S2811B	BUILDING B - LOW ROOF FRAMING PLAN
STRUCTURAL	S2812B	BUILDING B - ROOF FRAMING PLAN
STRUCTURAL	S3201B	BUILDING B - FRAME ELEVATIONS
STRUCTURAL	S9101B	BUILDING B - SCHEDULES
STRUCTURAL	S2111C	BUILDING C - FOUNDATION PLAN
STRUCTURAL	S2112C	BUILDING C - FOUNDATION PLAN SOUTH
STRUCTURAL	S2311C	BUILDING C - FLOOR FRAMIING PLAN - NORTH
STRUCTURAL	S2312C	BUILDING C - FLOOR FRAMING PLAN - SOUTH
STRUCTURAL	S2711C	BUILDING C - FIRST FLOOR CEIING FRAMING PLAN - NORTH
STRUCTURAL	S2712C	BUILDING C - FIRST FLOOR CEILING FRAMING PLAN - SOUTH
STRUCTURAL	S2713C	BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - NORTH
STRUCTURAL	S2714C	BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - SOUTH
STRUCTURAL	S2811C	BUILDING C - ROOF FRAMING PLAN - NORTH
STRUCTURAL	S2812C	BUILDING C - ROOF FRAMING PLAN - SOUTH
STRUCTURAL	S3201C	BUILDING C - FRAI\/IE ELEVATIONS
STRUCTURAL	S3202C	BUILDING C - FRAME ELEVATIONS
STRUCTURAL	S9101C	BUILDING C - SCHEDULES
STRUCTURAL	S5001	STAIR FRAMING AND DETAILS
STRUCTURAL	S5002	STRUCTURAL DETAILS
STRUCTURAL	S8011	TYP. FOUNDATION DETAILS
STRUCTURAL	S8012	FOUNDATION DETAILS
STRUCTURAL	S8013	FOUNDATION DETAILS
STRUCTURAL	S8111	DECK DETAILS
STRUCTURAL	S8112	FRAMING DETAILS
STRUCTURAL	S8113	FRAMING DETAILS
STRUCTURAL	S8114	FRAMING DETAILS
STRUCTURAL	S8211	STEEL DETAILS
STRUCTURAL	S8212	W.S.M.F. DETAILS
STRUCTURAL	S8213	SIMPSON YIELD LINK DET
STRUCTURAL	S8311	AIL LIGHT GAGE DETAILS
STRUCTURAL	S8312	LIGHT GAGE DETAILS
STRUCTURAL	S8313	STRUCTURAL DETAILS
STRUCTURAL	58314	LIGHT GAGE DETAILS

STRUCTURAL	S8411	STRUCTURAL DETAILS SPRINKLER BRACING
PLUMBING	P1001	PLUMBING GENERAL NOTES, ABBREVIATIONS, & SHEET INDEX
PLUMBING	P1002	PLUMBING SIZING CALCULATIONS
PLUMBING	P1003	PLUMBING SCHEDULES
PLUMBING	FP1004	FIRE PROTECTION SITE PLAN
PLUMBING	P1004	PLUMBING SITE PLAN
PLUMBING	P2311A	BUILDING A - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312A	BUILDING A - SANITARY FLOOR PLAN - LEVEL 1
PLUMBING	P2313A	BUILDING A - PLUMBING ENLARGED PLANS
PLUMBING	P2314A	BUILDING A - PLUMBING ROOF PLAN
PLUMBING	F2311A	BUILDING A - FIRE PROTECTION PLAN
PLUMBING	P2311B	BUILDING B - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312B	BUILDING B - SANITARY FLOOR PLAN - LEVEL 1
PLUMBING	P2313B	BUILDING B - PLUMBING ENLARGEB PLANS
PLUMBING	P2314B	BUILDING B - KITCHEN ENLARGED PLANS
PLUMBING	P2315B	BUILDING B - PLUMBING ROOF PLAN
PLUMBING	F2311B	BUILDING B - FIRE PROTECTION PLAN
PLUMBING	P2311C	BUILDING C - DOMESTIC WATER FLOOR PLAN - LEVEL 1
PLUMBING	P2312C	BUILDING C - DOMESTIC WATER FLOOR PLAN - LEVEL 2
PLUMBING	P2313C	BUILDING C - DOMESTIC WATER ENLARGED PLANS
PLUMBING	P2321C	BUILDING C - SANITARY PLAN - LEVEL 1
PLUMBING	P2322C	BUILDING C - SANITARY PLAN - LEVEL 2
PLUMBING	P2323C	BUILDING C - SANITARY ENLARGED PLANS
PLUMBING	P2324C	BUILDING C - PLUMBING ROOF PLAN
PLUMBING	F2311C	BUILDING C - FIRE PROTECTION - LEVEL 1
PLUMBING	F2312C	BUILDING C - FIRE PROTECTION - LEVEL 2
PLUMBING	P4101	PLUMBING DETAILS
PLUMBING	P4102	PLUMBING DETAILS
PLUMBING	P4103	PLUMBING DETAILS
PLUMBING	P4104	SITE GAS RISERS DIAGRAM
PLUMBING	FP4101	FIRE PROTECTION DETAILS
PLUMBING	FP4102	FIRE PROTECTION
MECHANICAL	M1001	GENERAL NOTES
MECHANICAL	M1002	SYMBOLS & ABBREVIATIONS
MECHANICAL	M1003	MECHANICAL SCHEDULE
MECHANICAL	M1004	MECHANICAL SCHEDULE
MECHANICAL	M2311A	BUILDING A - MECHANICAL FLOOR PLAN
MECHANICAL	M2312A	BUILDING A - REFRIGERATION PIPING FIRST FLOOR PLAN
MECHANICAL	M2321A	BUILDING A - MECHANICAL ROOF PLAN
MECHANICAL	M2311B	BUILDING B - MECHANICAL FLOOR PLAN
MECHANICAL	M2321B	BUILDING B- MECHANICAL ROOF PLAN
MECHANICAL	M2322B	BUILDING B- MECHANICAL 3D SECTIONS
MECHANICAL	M2311C	BUILDING C - MECHANICAL FLOOR PLAN - LEVEL 1
MECHANICAL	M2321C	BUILDING C - MECHANICAL FLOOR PLAN - LEVEL 2

MECHANICAL	M2322C	BUILDING C - TYPICAL ENLARGED CLASSROOM MECHANICAL PLAN
MECHANICAL	M3101	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3102	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3103	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3104	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3105	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3106	CLASSROOM BLDG VRF SYSTEM
MECHANICAL	M3107	CLASSROOI\/I BLDG VRF SYSTEM
MECHANICAL	M3108	ADMIN BLDG VBF SYSTEM
MECHANICAL	M4101	MECHANICAL DETAILS
MECHANICAL	M4102	MECHANICAL DETAILS
MECHANICAL	M4103	MECHANICAL DETAILS
MECHANICAL	M4104	MECHANICAL DETAILS
MECHANICAL	M4105	MECHANICAL DETAILS
MECHANICAL	M4106	MECHANICAL DETAILS
MECHANICAL	M4107	MECHANICAL DETAILS
MECHANICAL	M4108	I\/IECHANICAL DETAILS
MECHANICAL	IVI5101	WEST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5102	WEST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5103	EAST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5104	EAST CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5105	NORTH CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5106	NORTH CLASSROOM BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5107	MEDIA CENTER BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5108	MEDIA CENTER BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5109	MPR BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5110	MPR BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5111	ADMINISTRATION BLDG T24 COMPLIANCE REPORT
MECHANICAL	M5112	ADMINISTRATION BLDG T24 COMPLIANCE REPORT
ELECTRICAL	E0001	GENERAL NOTES, ABBREVIATIONS, & SHEET INDEX
ELECTRICAL	E0002	ELECTRICAL SYMBOL LIST
ELECTRICAL	E0003	FIRE ALARM SYMBOL LIST6
ELECTRICAL	E0004	LIGHTING FIXTURE SCHEDULE
ELECTRICAL	E0005	CABLE SCHEDULE
ELECTRICAL	E0006	MECHANICAL SCHEDULE
ELECTRICAL	E1001	SITE LIGHTING PLAN
ELECTRICAL	E1002	SITE LIGHTING CALC NORMAL PLAN
ELECTRICAL	E1003	SITE LIGHTING CALC EGRESS PLAN
ELECTRICAL	E1004	SITE POWER PLAN
ELECTRICAL	E1005	SITE SIGNAL PLAN
ELECTRICAL	E2311A	BUILDING A FIRST FLOOR POWER PLAN
ELECTRICAL	E2321A	BUILDING A - ROOF POWER PLAN
ELECTRICAL	E2411A	BUILDING A FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2511A	BUILDING A - FIRST FLOOR SIGNAL PLAN

ELECTRICAL	E2711A	BUILDING A - FIRST FLOOR LIGHTING PLAN
ELECTRICAL	E2712A	BUILDING A - FIRST FLOOR LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713A	BUILDING A - FIRST FLORR LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011A	BUILDING A - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E2311B	BUILDING B - FIRST FLOOR POWER PLAN
ELECTRICAL	E2321B	BUILDING B - ROOF POWER PLAN
ELECTRICAL	E2411B	BUILDING B FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2511B	BUILDING B - FIRST FLOOR SIGNAL PLAN
ELECTRICAL	E2711B	BUILDING B - FIRST FLOOR LIGHTING PLAN
ELECTRICAL	E2712B	BUILDING B - LIGHTING CLAC NORMAL PLAN
ELECTRICAL	E2713B	BUILDING B - FIRST FLOOR LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011B	BUILDING B - ENLARGED FOOD SERVICE PLAN
ELECTRICAL	E5012B	BUILDING B - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E2311C	BUILDING C - LEVEL 1 POWER PLAN
ELECTRICAL	E2321C	BUILDING C - LEVEL 2 POWER PLAN
ELECTRICAL	E2411C	BUILDING C - FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2421C	BUILDING C - LEVEL 2 FIRE ALARM PLAN
ELECTRICAL	E2511C	BUILDING C - LEVEL 1 SIGNAL PLAN
ELECTRICAL	E2521C	BUILDING C - LEVEL 2 SIGNAL PLAN
ELECTRICAL	E2711C	BUILDING C - LEVEL 1 LIGHTING PLAN
ELECTRICAL	E2712C	BUILDING C - LEVEL 1 LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713C	BUILDING C - LEVEL 1 LIGHTING CALC EGRESS PLAN
ELECTRICAL	E2721C	BUILDING C - LEVEL 2 LIGHTING PLAN
ELECTRICAL	E2722C	BUILDING C - LEVEL 2 LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2723C	BUILDING C - LEVEL 2 LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011C	BUILDING C - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E4001	SINGLE LINE DIAGRAM
ELECTRICAL	E4002	SIGNAL & SECURITY SYSTEM BLOCK RISER DIAGRAM
ELECTRICAL	E4003	SIGNAL RISER DIAGRAM
ELECTRICAL	E4004	SECURITY SYSTEM RISER DIAGRAM
ELECTRICAL	E4005	TYPICAL CLASSROOM AV RISER DIAGRAM
ELECTRICAL	E4006	FIRE ALARM RISER DIAGRAM
ELECTRICAL	E4007	FIRE ALARM VOLTAGE DROP CALCULATIONS
ELECTRICAL	E4008	FIRE ALARM BATTERY CALCULATIONS
ELECTRICAL	E8001	ELECTRICAL DETAILS - MOUNTING
ELECTRICAL	E8002	ELECTRICAL DETAILS - MOUNTING
ELECTRICAL	E8003	ELECTRICAL DETAILS - PENETRATION
ELECTRICAL	EB004	ELECTRICAL DETAILS - GROUNDING
ELECTRICAL	E8005	ELECTRICAL DETAILS - LIGHTING
ELECTRICAL	E8006	ELECTRICAL DETAILS - LIGHTING
ELECTRICAL	E8007	ELEGTRICAL DETAILS – FIRE ALARM
ELECTRICAL	E8008	ELECTRICAL DETAILS - FIRE ALARM
ELECTRICAL	E8009	ELECTRICAL DETAILS - MISCELLANEOUS
ELECTRICAL	E8010	ELECTRICAL DETAILS - SIGNAL

ELECTRICAL	E9001A	BUILDING A - PANEL SCHEDULES
ELECTRICAL	E9002A	BUILDING A - PANEL SCHEDULES
ELECTRICAL	E9001B	BUILDING B - PANEL SCHEDULES
ELECTRICAL	E9002B	BUILDING B - PANEL SCHEDULES
ELECTRICAL	E9001C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9002C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9003C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9101	SITE TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9102	BUILDING A - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9103	BUILDING A - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9104	BUILDING B - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9105	BUILDING B - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9106	BUILDING C - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9107	BUILDING C - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9108	ELECTRICAL POWER DISTRIBUTION TITLE 24 COMPLIANCE FORMS
FOOD SERVICES	FS-100B	BUILDING B - SYMBOLS, NOTES, & INDEX
FOOD SERVICES	FS-101B	BUILDING B - EQUIPMENT FLOOR PLAN
FOOD SERVICES	FS-102B	BUILDING B - EQUIPI\/IENT ROOF PLAN
FOOD SERVICES	FS-201B	BUILDING B - EQUIPMENT SCHEDULE
FOOD SERVICES	FS-301B	BUILDING B - PLUMBING PLAN
FOOD SERVICES	FS-401B	BUILDING B - ELECTRICAL PLAN
FOOD SERVICES	FS-501B	BUILDING B - REFRIGERATION & CONDUIT PLAN
FOOD SERVICES	FS-502B	BUILDING B - REFRIGERATION DETAILS
FOOD SERVICES	FS-601B	BUILDING B - BUILDING WORKS & EXHAUST PLAN
FOOD SERVICES	FS-602B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-603B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-604B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-605B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-701B	EQUIPMENT
FOOD SERVICES	FS-801B	BUILDING B - CONSTRUCTION DETAILS
FOOD SERVICES	FS-802B	SMACNA DETAILS
FOOD SERVICES	FS-803B	EQUIPMENT SECTIONS

3. DSA-103, List of Required Structural Tests and Special Inspections - 2016 CBC, 7 pages.

4. As-Builts & Food Service Drawings

   A. 1990-11-16 BFGC Mod + Asbuilt, 75 pages.

   B. 2003-03-24 Interim Portables, 16 pages.

   C. 2006-12-21 MA Mod Record, 92 pages.

   D. 2009-09 FA Drawings Non-DSA, 10 pages.

   E. Rose ES Drawings_Health Department II-20190515, 70 pages.

   F. Rose ES Health Department Permit to construct, 6 pages.

   G. Rose Ave ES Tract 4884 - La Puerta Wet Utility Plans 1993 8 pages.

5. Geotechnical & Haz Materials Reports

   A. ATC Hazardous Materials Survey Report Rose 2017-10-19, 238 pages.

   B. CTE Rose Elementary School Geotech Report 2017-9-17, 314 pages.

   C. CTE Rose Elementary School Geotech Report 2018-9-26, 63 pages.

   D. CTE Rose Elementary School Geotech Report_r1 2017-11-27, 218 pages.

   E. Rincon Consultants Environ Site Assessment Phase 1 Rose Avenue Elementary 2018-10-16, 701 pages.

   F. Rincon Consultants Environ Site Assessment Rose Ave. Phase I Addendum 2019-01-23, 290 pages.

6. Sketches

   A. SK-1 Daktronics GS6 Elevation, 9 pages.

   B. SK-2 Classroom FrontRow AV Diagram, issued in Addendum 5C, 1 page.

   C. SK-3 Phillips 65 inch tv, issued in Addendum 5C, 3 pages.

D. SK-4 WAP Ruckus R550 – Classroom Locations with T-Grid Kit, issued in Addendum 5C, 19 pages.

E. SK-5 WAP Ruckus R750 – MPR Locations, issued in Addendum 5C, 6 pages.

F. SK-6 WAP Ruckus T750 – Exterior Locations, Issued in Addendum 5C, 5 pages.

7. Stormwater Pollution Prevention Plan (SWPPP) prepared by Incompli dated 7/7/21, issued in Addenda 7C, 503 pages.

8. Logistics Plan & Safety Plan

A. Rose Ave ES Hardscape Phasing Plan, 1 page.

B. Rose Ave ES Logistics Plan Phase 1, issued in Addendum 6C, 1 page.

C. Rose Ave ES Logistics Plan Phase 1a, issued in Addendum 6C, 1 page.

D. Rose Ave ES Logistics Plan Phase 2, issued in Addendum 6C, 1 page.

E. Rose Ave ES Safety Plan, 1 page.

F. Rose Ave ES Stair Tower Logistics Plan, 1 page.

9. Addenda

A. Addendum 1A 2021-06-16, 77 pages.

B. Addendum 1B 2021-06-16, 75 pages.

C. Addendum 1C 2021-06-16, 54 pages.

D. Addendum 2 2021-06-24, 93 pages.

E. Addendum 3A 2021-07-08, 219 pages.

F. Addendum 3B 2021-07-08, 108 pages.

G. Addendum 3C 2021-07-01, 34 pages.

H. Addendum 4C 2021-07-02, 5 pages.

I. Addendum 5C 2021-07-07, 40 pages.

J. Addendum 6C 2021-07-08, 51 pages.

K. Addendum 7C 2021-07-09, 500 pages.

L. Addendum 8C 2021-07-12, 3 pages.

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

EXHIBIT B

See Site Lease Agreement #17-159 previously executed on November 17, 2017

Oxnard School District

PURCHASE ORDER
NO: P18-02547
DATE 11/07/2017

Phone: (805) 385-1501 x2412 or 2413 Fax: (805) 240-7582

SHIP TO:
Facilities
1055 S C STREET
OXNARD, CA 93030-7442

Vendor Phone: FAX:
BALFOUR BEATTY CONST. LLC
10620 TREENA STREET, #300
SAN DIEGO, CA 92131

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

Customer Acct #:

ORDER LOCATION	Emailed	Faxed	Mailed	VENDOR #	REQUISITIONER	REQUISITION #
630 - Facilities				006237/1	Lisa Franz	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	219,000.00	$219,000.00
			ACCOUNT DISTRIBUTION	AMOUNT	
			(050184) 214- 6270- 9010- 0- 0000- 8500- 058- 600- 0058- 0	$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

FILE

#17-158

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of September, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 South Driskill Street, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant

to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.

F. **Project**. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.

G. **Project Manual**. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.

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

I. **Site Lease**. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

J. **Specifications**. The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

K. **Subcontractor**. As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

L. **Sublease**. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Two Hundred Nineteen Thousand Dollars and No Cents ($219,000.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Two Hundred Nineteen Thousand Dollars and No Cents ($219,000.00)**, (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the

Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

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

construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.

F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.

G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.

I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

performed by, Contractor in connection with such shallow water table and with encountering water when digging.

C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign _____ as Project Manager/Superintendent for the Project. So long as _____ remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable

replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.

B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC
10620 Treena St., Suite 300
San Diego, CA 92131
Attn: Dennis Kuykendall

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
1901 South Victoria Avenue, Suite 106
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

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.

#17-158

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

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

of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.

C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.

D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR

Balfour Beatty Construction, LLC
10620 Treena St., Suite 300
San Diego, CA 92131

By: _____
Brian Cahill
Name/Title: President, California Division

Date: October 11th, 2017

THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, CA 93030

By: Lisa A. Franz

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:** November 05, 2025

Agenda Section: Section C: Consent Agenda

Ratification of Project Contingency Allocation #21 to Construction Services Agreement #17-158 with Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Pifko/Bennett/CFW)

The District's Master Construction Program adopted by the Board in January 2017 identified Rose Avenue Elementary School as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment, as well as the need for construction of a library/media center.

The Board approved the negotiated GMP and the Amendment No 001 to the Lease Agreement as executed in the Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Balfour Beatty Construction to complete the Work identified in IBI's architectural drawings for the Rose Ave Elementary School Reconstruction Project on September 22, 2021.

The "GMP" for the Project is Forty-Seven Million One Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents ($47,178,393.00). The GMP also consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-five Thousand Forty-Two Dollars and No Cents ($1,695,042.00), (2) Sublease Payments in the amount of $173,660 per month for 12 months for a total lease value of Two Million Eighty-Three Thousand Nine Hundred Twenty Dollars and No Cents ($2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease. There are also Allowances included in the GMP for specific purposes. The total Project Errors and Omissions (E & O) Contingency Allowance is in the amount of Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and No Cents ($897,375.00).

We are seeking ratification of draws from the various funds that were set up within the GMP according to contract documents. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval. The accompanying documents lists all the account draws approved to date for the Project Contingency.

Fund activity is as follows:

Project (E&O) Contingency Allocation Approval: This contingency fund began with a fund balance of Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and No Cents ($897,375.00). There have been allocations totaling Eight Hundred Ninety-Seven Thousand Three Hundred Seventy-Five Dollars and Zero Cents ($897,375.00) leaving a fund balance of Zero Dollars and Zero Cents ($0.00).

FISCAL IMPACT:
None

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify the Allocation #21 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program.

ADDITIONAL MATERIALS:

Attached: Project Contingency (E&O) Allocation #21 (3 Pages)
Contingency Draw Requests (212 Pages)
Cost Event Log (1 Page)
Amendment #1 (21 Pages)
Agreement #17-158, Balfour Beatty Construction LLC (24 Pages)

PROJECT CONTINGENCY (E & O) ALLOCATION APPROVAL

Date: 11/05/2025

Project Contingency (E&O) Approval NO.21

PROJECT: Rose Ave. ES K-5 Reconstruction
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-158

OWNER: **Oxnard School District**
1051 South A Street
Oxnard, CA. 93030

ARCHITECT: IBI/Arcadis
537 South Broadway
Los Angeles CA 90015

CONTRACTOR: Balfour Beatty Construction LLC
13520 Evening Creek Dr. North #270
San Diego CA 92128

Attn: Dennis Kuykendall

Architects Proj. No.: 109990
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-119284

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

ORIGINAL CONTRACTOR CONTINGENCY SUM PER GMP	**$ 897,375.00**
NET CHANGE - ALL PREVIOUS CONTRACTOR (E&O) ALLOCATIONS	**$ (662,668.66)**
ADJUSTED CONTINGENCY SUM	**$ 234,706.34**
NET CHANGE – ALLOCATION #21	**$ (234,706.34)**
Total Allocations to Date:	**$ 897,375.00**
ADJUSTED CONTINGENCY SUM THROUGH NO #21	**$ 0.00**

Commencement Date: November 1, 2021
Original Completion Date: October 5, 2023
Original Contract Time: 705 Calendar Days
Time Extension for all Previous Change Orders: **726 Days**
Time Extension for this Change Order: 0 Days
Adjusted Completion Date: September 30, 2025

Item	Description	Additional Cost Related to Bid/Buyout	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work Required by IOR or Other Agency not in Plans	Other Item of Cost Agreed to District and Contractor
1.	CDR #41R1 – Revise thickened slab edge for storefront alignment		$3,300.00		
2.	CDR #46 – Extend guardrail at stair landings		$37,753.00		
3.	CDR #59 – Curtain wall slab edge extension		$1,093.00		
4.	CDR #63R1– Resolve HSS column and rebar clash		$7,762.01		
5.	CDR #89 – revisions to exhaust fan and roof hatch curbs		$18,574.00		
6.	CDR #95 – Revise size of mechanical yards		$5,214.72		
7.	CDR #97 R1 – Mechanical ventilation code bust		$4,685.34		
8.	CDR #98 – Utilities sleeving at site/patio wall		$4,396.42		
9.	CDR #99 – Relocate installed sewer line at Bldg C north		$4,022.77		
10.	CDR #100 – Relocate fire and domestic water lines at Kinder CMU wall		$16,139.57		
11.	CDR #101 – Additional storm drain cleanouts		$11,816.44		
12.	CDR #102 – Relocate domestic water line		$7,799.84		
13.	CDR #105 – Storage of cabinets due to delayed installation		$5,520.00		
14.	CDR #112 – Revision of exterior walkway splice detail		$7,163.37		
15.	CDR #118 – Clarify siding and stucco transition at Bldg C		$4,494.60		
16.	CDR #119 – Clarify Media Cener expansion joint height		$6,473.40		
17.	CDR #122 – Substitute signage contractor		$43,044.84		
18.	CDR #131R1 – Paint media room graphics wall		$3,793.00		
19.	CDR #132R1 – Install revised media room and MPR vinyl wall graphics		$14,420.00		
20.	CDR #139 Clarify media center entrance sidelight width		$2,777.73		
21.	CDR #140 – PA 2-way communication		$26,010.00		
22.	CFW/BB allocation adjustment		($!,547.71)		
	Totals		$234,706.34		

Total Contractor E&O Contingency Allocation Approval No. 21 …… $ 234,706.34

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:**_____

ASST. SUPT./PURCHASING DIRECTOR:_____ **DATE:**_____

CONTRACTOR:_____ **DATE:**_____

Contingency Draw Request (CDR)

Owner	X	Oxnard School District
Architect	X	IBI Group
Contractor	X	Balfour Beatty
CM	X	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 041 R1

Date: 01/18/24

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

CE 75 /CDR # 041R1 At Building "B" entryway revise the location of the slab edge per RFI 205 as needed to attach the head of the storefront system to the HSS beam, in lieu of the box beam header per plan.	$ 3,300.00

☐ The cost of this work will be drawn from Contractor Contingency:

☐ The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	CONSTRUCTION MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 1/18/24	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

Cavallo, Leon

From: Rick Ostrander <rostrander@cfwinc.com>
Sent: Thursday, December 1, 2022 12:33 PM
To: Cavallo, Leon
Cc: Dana Miller - Oxnard School District (dmiller@oxnardsd.org); Ruben Ruiz (ruben.ruiz@ibigroup.com); Angela Duarte; Linda Iversen; Jesus Becerra
Subject: Rose Ave - CDR #41 Revised slab edge
Attachments: CDR #41 - CE 75 - RFI 205 - Revise slab edge for storefront alignment.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Green Category

External Email

Leon,

CDR #41 – Revised Slab Edge has been reviewed and no merit was found for this added cost to the District. This was due to contractor error.

Regards,

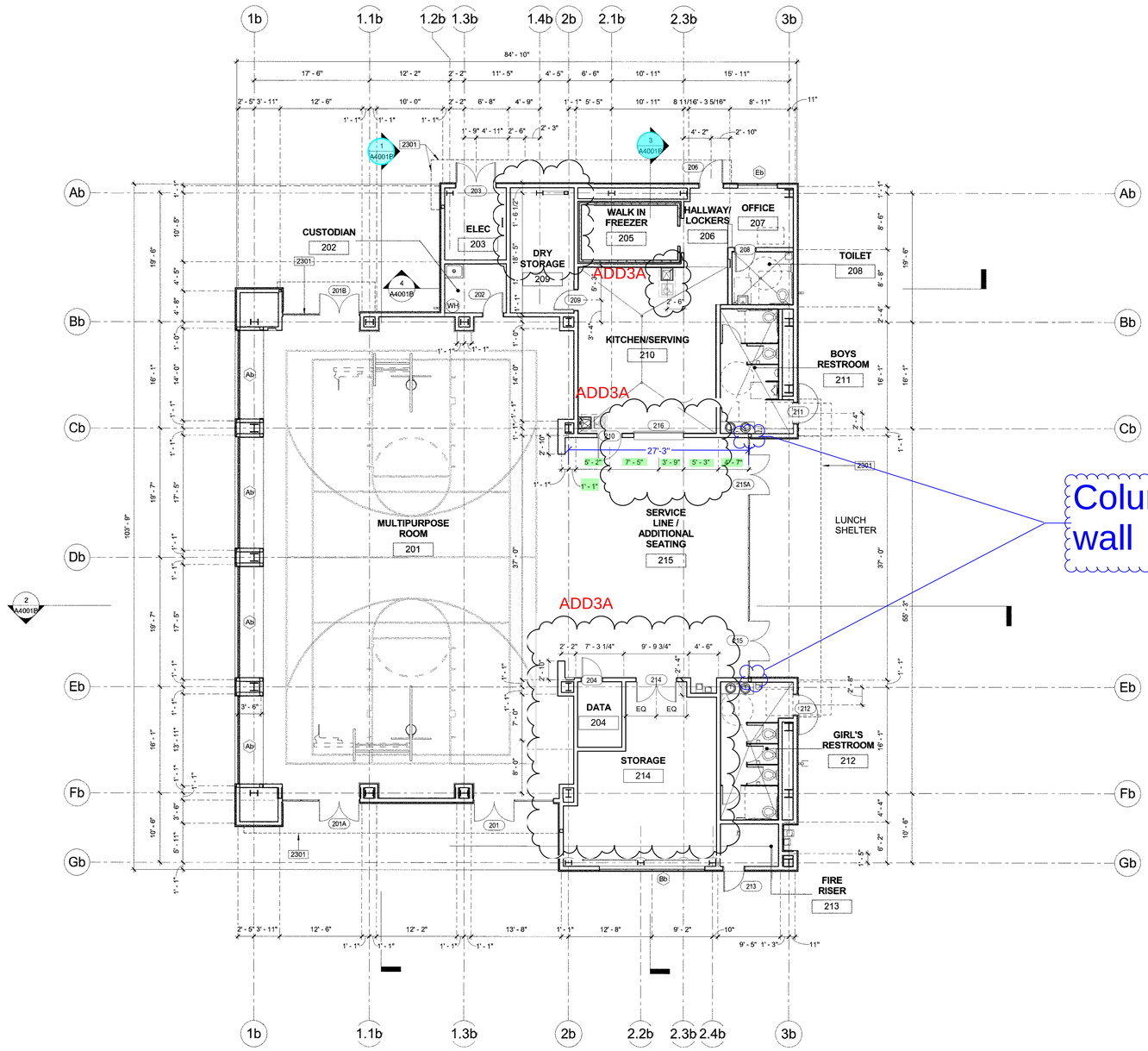
Rick Ostrander
Senior Program Manager
Caldwell Flores Winters, Inc.
521 N. 1st Avenue, Arcadia, CA 91006
Office: (626) 829-8300
Direct: (626) 829-8322
rostrander@cfwinc.com
www.cfwinc.com

See attached cause of CDR 41.

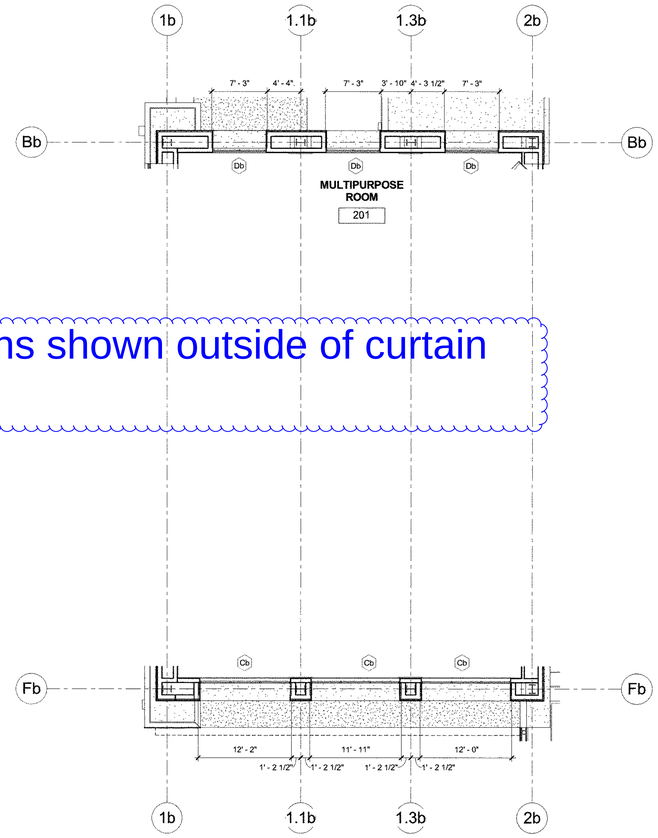
- Slab edge placed 27'-5" from GL 2b per S2111B
- Storefront system shown at 27'-3" from GL 2b per A2311B
- A2311B and S2111B show columns outside of curtain wall
- Sheet A9201B building B door and window schedule Elevation H calls out detail 7 / A8601 at window head.
- Detail 7 / A8601 indicates curtain wall attaching to framed header.
- RFI response #205 indicated added slab extension. Locating curtain wall under HSS.
- Plans indicate HSS outside of curtain wall.
- Nowhere in the plans is HSS detailed over the curtain wall.

2300- KEYNOTES

2301 LINE OF ROOF / AWNING ABOVE SHOWN DASHED.

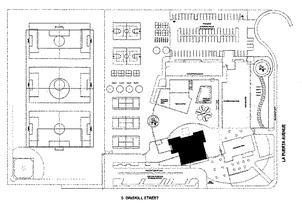


DIMENSION FLOOR PLAN



PARTIAL DIMENSION FLOOR PLAN

KEY PLAN



CLIENT
OXNARD SCHOOL DISTRICT
220 S. Driskill St, Oxnard, CA 93030

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ISSUES

NO.	ISSUANCE	DATE

CONSULTANTS

AGENCY INFORMATION:

AGENCY TRACKING NO	FILE NO
72538-107	56-22

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03-119284
AC ES FLS DSA SS
DATE 10 2019

SEAL

LICENSED ARCHITECT
REGISTRATION NUMBER
C-26338
REN. 4/21
STATE OF CALIFORNIA

PRIME CONSULTANT
IBI
315 W 9th Street, Suite 600
Los Angeles, CA 90015
tel (213) 769-0011 fax (213)-769-0016
ibigroup.com

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

PROJECT NO: 109990	
DRAWN BY: Author	CHECKED BY: Checker
PROJECT MGR: Designer	APPROVED BY: Approver
SCALE: As indicated	DATE: 05/03/2019

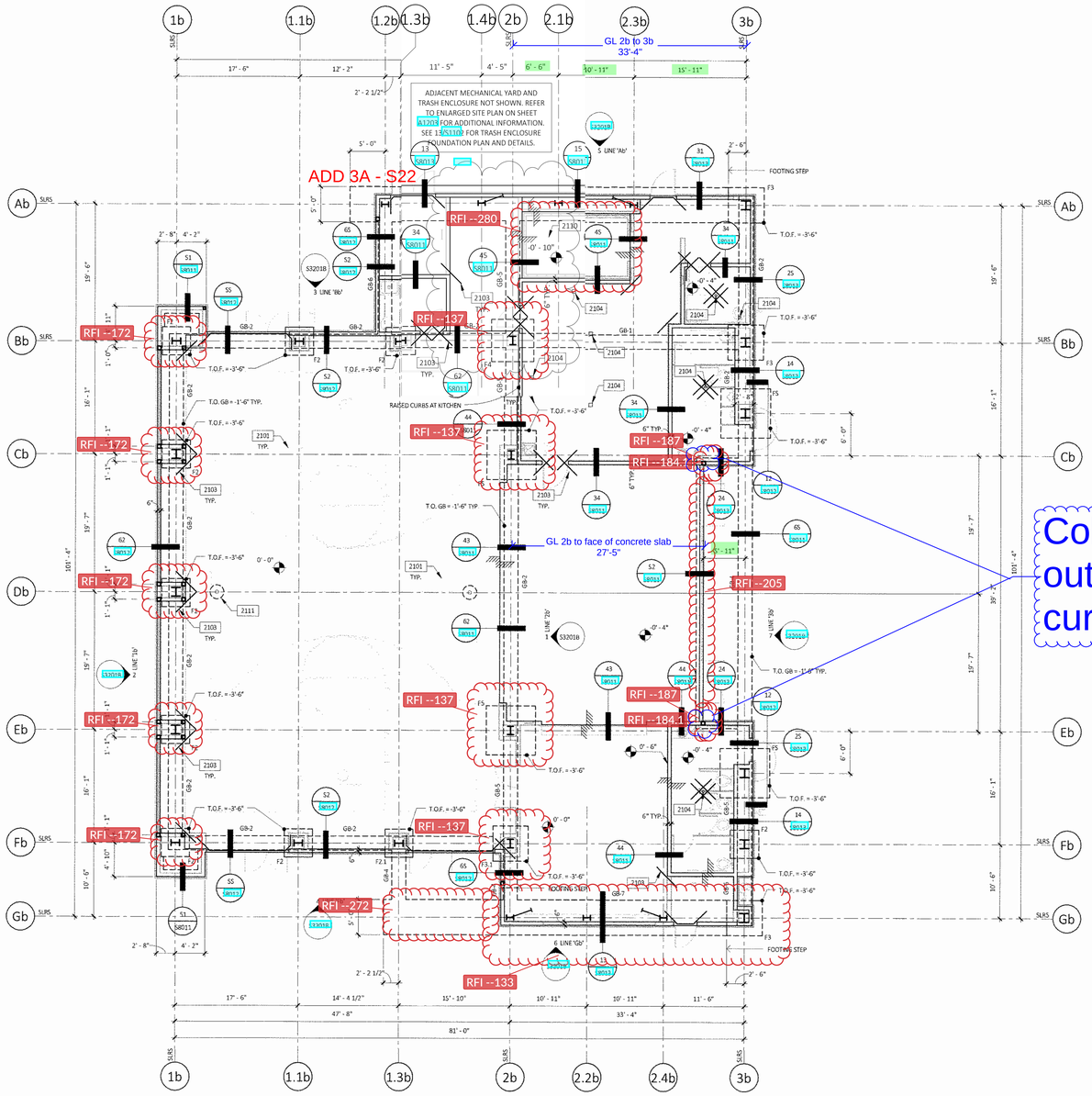
SHEET TITLE
BUILDING B - DIMENSION FLOOR PLAN

SHEET NUMBER A2311B

ISSUE

BIM 360://109990 - Rose Avenue Elementary/ATW-109990-RoseES-BLDGB-A-V16.rvt

SCALE CHECK 1 in.



BUILDING B - FOUNDATION PLAN

0 4' 8' 16'

S2100-GENERAL NOTES

1. SEE SHEETS S0001, S0002, AND S0003 FOR GENERAL NOTES
2. DATUM ELEVATION IS: (see Civil Plans)
   Building A: 55.87' Building B: 56.46' Building C: 55.47'
3. FINISH FLOOR ELEVATION = +0'-0" RELATIVE TO THE DATUM ELEVATION
4. TYPICAL TOP OF CONCRETE IS +0'-0" RELATIVE TO THE FINISH FLOOR ELEVATION, UNLESS NOTED OTHERWISE
5. TYPICAL TOP OF FOOTING ELEVATION IS (-1'-6") RELATIVE TO TOP OF CONCRETE ELEVATION, UNLESS NOTED OTHERWISE
6. SEE SHEET S5101A FOR BUILDING A SCHEDULES
   SEE SHEET S5101B FOR BUILDING B SCHEDULES
   SEE SHEET S5101C FOR BUILDING C SCHEDULES
7. SEE SHEET S8011 FOR TYPICAL FOUNDATION DETAILS
8. SEE DETAIL 25/S8011 FOR BUILDING PAD PREPARATION
   SEE DETAIL 14/S8013 FOR DEEPENED PREP AREAS (i.e. ELEVATOR, UTILITY TRENCHES, ETC.)
9. SEE AESS SCHEDULE ON SCHEDULE SHEET FOR ARCHITECTURALLY EXPOSED STRUCTURAL STEEL REQUIREMENTS
10. SEE COLD FORMED STEEL FRAMING LEGEND AND WALL SCHEDULES ON SCHEDULE SHEET

S2111-KEYNOTES

2101	SLAB ON GRADE: 5" CONCRETE w/ #4 BAR @ 18" o.c. E.W. o/ 15 MIL CLASS A VAPOR RETARDER o/ GEOFABRIC CUSHION o/ 6" FREE-DRAINING CRUSHED GRAVEL o/ GEOFABRIC BARRIER o/ PREPARED SUB-BASE, SEE DETAIL 13/S8011
2103	#4x48" TRIM BAR AT SLAB CORNER, SEE DETAIL 53/S8012 FOR TRIM BAR CONFIGURATION AT DOORWAYS
2104	DRAIN OPENING AT SLAB-ON-GRADE, SEE DETAIL 64/S8011
2110	KITCHEN WALK-IN
2111	DROP-IN VOLLEYBALL POLE FOOTING, SEE DETAIL 62/S8311. VERIFY FINAL LOCATION WITH COURT LAYOUT

S2111-SCHEDULES

PAD FOOTING SCHEDULE - BLDG. B

MARK	FOOTING DIMENSIONS			DETAIL REF.
	DEPTH	PLAN DIMENSIONS	REINFORCING	
F1	24"	3'-0" x 3'-0"	(4)-#5 E.W. AT BOT.	31/S8011 41/S8011
F2	24"	4'-0" x 4'-0"	(5)-#5 E.W. AT BOT.	31/S8011 41/S8011
F2.1	24"	4'-0" x 4'-0"	(7)-#6 E.W. T&B	31/S8011 41/S8011
F3	24"	5'-0" x 5'-0"	(7)-#5 E.W. T&B	31/S8011 41/S8011
F3.1	24"	5'-0" x 5'-0"	(12)-#6 E.W. T&B	31/S8011 41/S8011
F4	24"	6'-0" x 6'-0"	(14)-#6 E.W. T&B	31/S8011 41/S8011
F5	24"	7'-0" x 7'-0"	(14)-#6 E.W. T&B	31/S8011 41/S8011

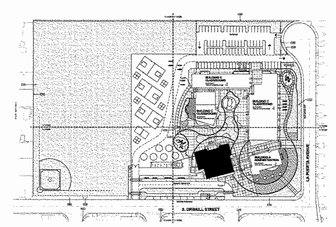
GRADE BEAM SCHEDULE - BLDG. B

MARK	DIMENSIONS DEPTH x WIDTH	REINFORCING			DETAIL REF.
		TOP BARS	BOTTOM BARS	TIES	
GB-1	24" x 24"	(2)-#6	(2)-#6	#4 @ 24" o.c.	62/S8011
GB-2	24" x 24"	(6)-#6	(6)-#6	#4 @ 12" o.c.	62/S8011
GB-3	24" x 24"	(6)-#6	(8)-#6	#4 @ 12" o.c.	62/S8011
GB-4	24" x 24"	(5)-#8	(6)-#8	#4 @ 12" o.c.	62/S8011
GB-5	24" x 24"	(7)-#9	(6)-#9	#4 @ 3" o.c.	62/S8011
GB-6	24" x 24"	(8)-#8	(8)-#6	#4 @ 12" o.c.	62/S8011
GB-7	30" x 6'-0"	(14)-#7	(14)-#7	#6 @ 6" o.c.	13/S8013

LEGEND

- 2101 TYP. — KEYNOTE
- SPOT ELEVATION (TOP OF CONCRETE)
- SLAB STEP
- 11 / S8011 — DETAIL NUMBER / SHEET NUMBER
- Ref 1 View Name / S2018A — SHEET NUMBER
- CONCRETE MASONRY UNIT WALL

KEY PLAN



CLIENT

OXNARD SCHOOL DISTRICT

220 S. Driskill St, Oxnard, CA 93030

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ISSUES

NO.	ISSUANCE	DATE

CONSULTANTS

SMITH STRUCTURAL GROUP, LLP
811 El Capitan Way, Suite 240 | 805.439.2310
San Luis Obispo, CA 93401 | smithstructural.com

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REGISTERED PROFESSIONAL ENGINEER — MICHAEL E. PARQUIN — No. 5405 — STRUCTURAL — STATE OF CALIFORNIA

AGENCY INFORMATION:

AGENCY TRACKING NO	FILE NO
72538-107	56-22

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SEAL

LICENSED ARCHITECT — CRAIG ATKINSON — No. C25387 — REN. 4/21 — STATE OF CALIFORNIA

PRIME CONSULTANT

IBI
315 W 9th Street, Suite 600
Los Angeles, CA 90015
tel (213) 709-0011 fax (213)-769-0016
ibigroup.com

PROJECT
RECONSTRUCTION OF ROSE AVENUE K-5 SCHOOL
220 S. DRISKILL ST,
OXNARD, CA 93030

PROJECT NO: 109990	
DRAWN BY: DVI	CHECKED BY: JMM
PROJECT MGR: JMK	APPROVED BY: MEP
SCALE: As indicated	DATE: 06/05/2019

SHEET TITLE
BUILDING B - FOUNDATION PLAN

SHEET NUMBER S2111B

ISSUE

SCALE CHECK 1" | 10mm

\\server\Engineering\2017\17179\01 Production\04 Models\MTK_109990 Rose\ES-BLD\202-S-V16.rvt

RFI #--205

Balfour Beatty

Balfour Beatty Construction, LLC
13520 Evening Creek Drive North, Suite 270
San Diego, California 92128
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
220 South Driskill Street
Oxnard, California 93030

Bldg B Service Line - Storefront

TO:	Ruben Ruiz **(IBI Group)**	**FROM:**	Filbert Carbajal **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	09/23/2022	**STATUS:**	Open
LOCATION:	BUILDING B>FLOOR 1>215>SERVICE LINE/ ADDITIONAL SEATING	**DUE DATE:**	10/03/2022
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	TBD
COST IMPACT:	TBD	**SPEC SECTION:**	08 41 13 - Glazed Aluminum Entrances and Storefronts
DRAWING NUMBER:		**REFERENCE:**	
LINKED DRAWINGS:			
RECEIVED FROM:			

COPIES TO:
Leon Cavallo **(Balfour Beatty)**, Alex Garcia **(Balfour Beatty)**, Ken Hinge **(Kenco Construction Services)**, Linda Iversen **(IBI Group)**, Janvi Kanani **(IBI Group)**, Dennis Kuykendall **(Balfour Beatty)**, Arega Mehrabian **(IBI Group)**, Rick Ostrander **(CFW, Inc.)**

Question from Filbert Carbajal (Balfour Beatty) at 01:09 PM on 09/23/2022

In the Service Line area in Bldg B, there is an issue with the installation of the storefronts since the thickened slab edge was placed on the back-side of the columns and beam. Please advise if it is acceptable to install a top track or structural framing for attaching the storefronts.

Attachments:
RFI Bldg B Storefront.pdf

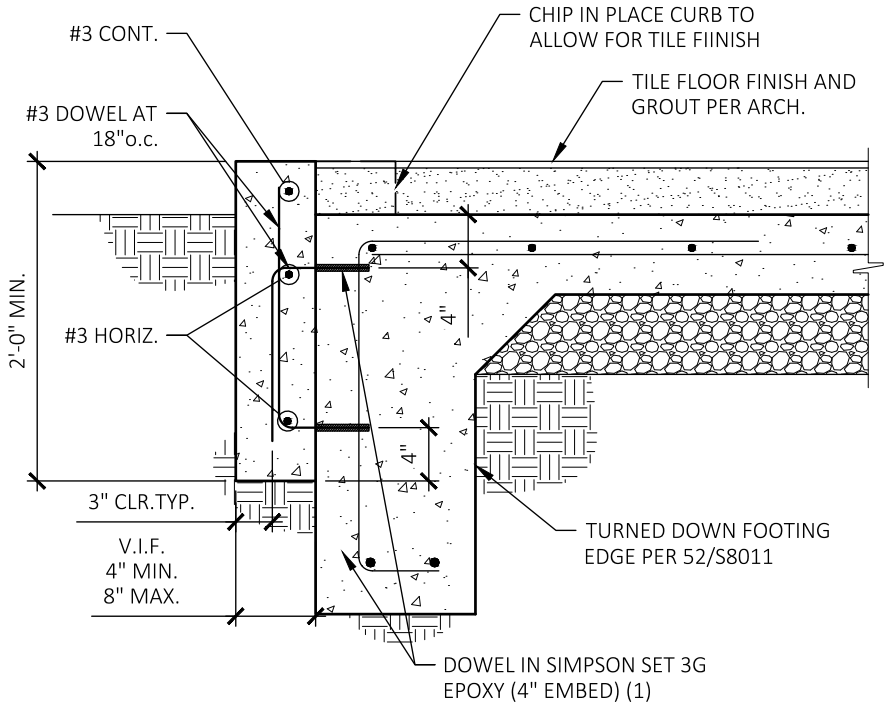
Awaiting an Official Response

All Replies:

See attached sketch for slab edge extension. Detail is subject to review by DSA as a CCD.

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

Joe Klimczyk, P.E.	9/29/22	
BY	**DATE**	**COPIES TO**



NOTES: (#)
1. INSTALL PER ICC ESR 4057

REGISTERED PROFESSIONAL ENGINEER
MICHAEL E. PAROLINI
No. 5405
STRUCTURAL
STATE OF CALIFORNIA

DATE SIGNED:
09.29.22

IBI
ARCHITECTURE PLANNING
Los Angeles
1001 Wilshire Blvd., Suite 100-3100
Los Angeles, California 90017
213.769.0011 fax: 213.769.0016

SLAB EDGE EXTENSION

ROSE AVENUE K-5 SCHOOL

DATE 09/29/22

OXNARD SCHOOL DISTRICT

OXNARD
CA

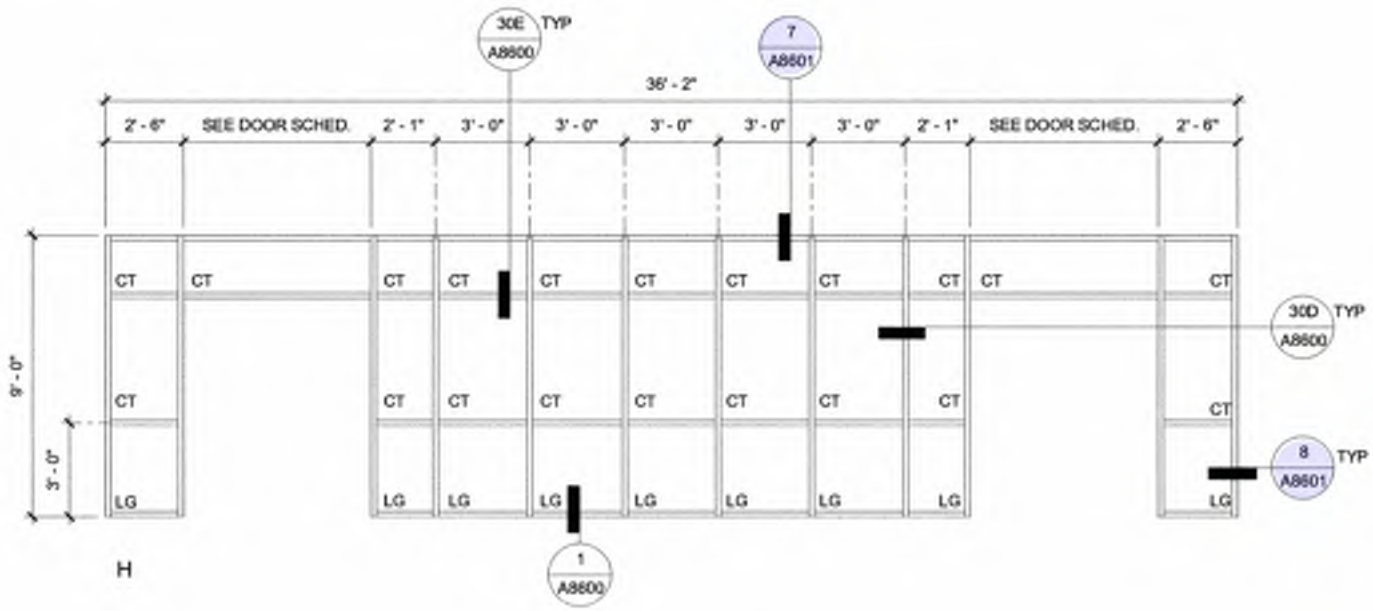
PROJECT NO.	DSA FILE NO.	56-22	REFERENCE SHEET NO.
109990	DSA APP. NO.	03-119284	52/S8011

CCD11 S01


Column shown outside of curtain wall on A2311B and S2111B

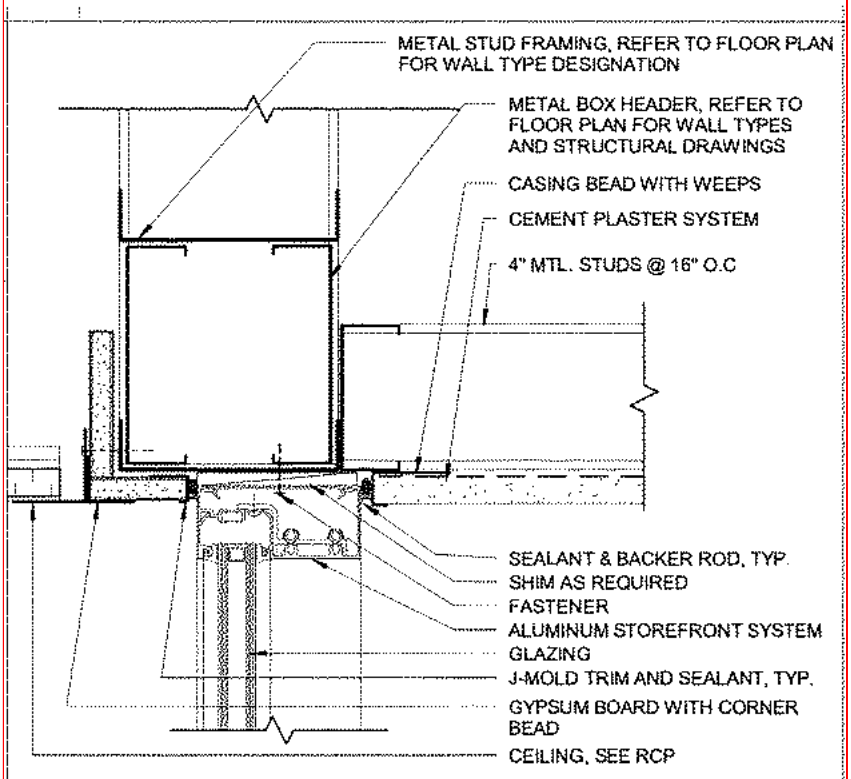
A9201B
Originals

this sheet



WINDOW TYPES

A8601
Originals



7 ALUM. STORE. HEAD 3" = 1'-0"

Contingency Draw Request (CDR)

Owner	X	Oxnard School District
Architect	X	IBI Group
Contractor	X	Balfour Beatty
CM	X	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 041

Date: 10/18/22

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

At Building "B" entryway revise the location of the slab edge per RFI 205 as needed to attach the head of the storefront system to the HSS beam, in lieu of the box beam header per plan. Ref. Cost Event #42	$ [illegible]

Rejected

☐ 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	ARCHITECT	CONSTRUCTION MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: _____	By : Rejected	By: _____
Date: 10/18/22	Date: 11/11/2022	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

INLAND
BUILDING CONSTRUCTION COMPANIES, INC.
General Building • Tenant Improvements • Construction Specialties

SENT VIA: Email

CHANGE ORDER REQUEST # 012

PAGES: 0

PROJECT:	Rose Ave. ES	**DATE:**	10/10/2022
		PROJECT NO:	
INLAND'S JOB NO:	21-040	**CONTRACT FOR:**	BP #003 Concrete
TO:	Balfour Beatty Construction	**FROM:**	Joe Justice
ATTN:	Leon Cavalllo		
SUBJECT:	RFI #205 Bldg. B Service Line		

Additional Days Required: 0

COR Valid for 30 days

DESCRIPTION:

Per RFI # 205 Extend Slab at Storefront.

Self Performed Work

Labor		$	2,412.48
Material		$	528.40
Equipment		$	-
Subtotal		$	2,940.88
Contractor's Overhead & Profit	10%	$	294.09
Contractor's Subtotal		$	3,234.97

Subcontractor Work

		$	-
		$	-
		$	-
		$	-
		$	-
		$	-
		$	-
Subcontractors Subtotals		$	-
Contractor's Overhead & Profit	5%	$	-
Subtotals		$	-

Subtotal Contractors / Subcontractors		$	3,234.97
Bond/Insurance	2.0%	$	64.70
Textura Fee (if applicable, .22% of contract if max $3,750 has not been met)		$	-
Total Change Request		$	3,300.00

323 S. SIERRA WAY SAN BERNARDINO, CA 92408-1422
(909) 884 6276 Fax (909) 889-6936
LIC # 405281

INLAND
BUILDING CONSTRUCTION COMPANIES, INC.
General Building • Tenant Improvements • Construction Specialties

Change Request Cost Breakdown

Details	Qty.	Unit	Rate	Total	Notes
Labor					
Carpenter Foreman w/Truck	8	Hrs	$103.30	$826.40	
Carpenter Foreman w/Truck O.T.		Hrs	$138.22	$0.00	
Carpenter w/Truck	16	Hrs	$99.13	$1586.08	
Carpenter w/Truck O.T.		Hrs	$131.97	$0.00	
Carpenter		Hrs	$89.15	$0.00	
Carpenter O.T.		Hrs	$118.68	$0.00	
	Qty.	**Unit**	**Rate**	**Total**	**Notes**
Materials					
Concrete	2	Cy	$155.00	$310.00	2 yd min.
Concrete Shortload Charge		Ea	$155.00	$0.00	
Concrete PW Contract Fee		Ea	$2000.00	$0.00	
Fill Sand		Ton	$26.78	$0.00	
Class II Agg. Base		Ton	$35.87	$0.00	
CMB Agg. Base		Ton	$32.56	$0.00	
10 Mil. Stego Vapor Barrier		Roll	$930.00	$0.00	
15 Mil. Stego Vapor Barrier		Roll	$1000.00	$0.00	
Vapor Barrier Tape		Roll	$49.89	$0.00	
Vapor Barrier Mastic		Pail	$172.87	$0.00	
6 Mil. Visqueen		Roll	$200.00	$0.00	
10 Mil. Visqueen		Roll	$308.82	$0.00	
Styrofoam Fill		Sheet		$0.00	
3/4" Formply		Sheet	$78.26	$0.00	
2X Form Lumber		Bf	$2.97	$0.00	
Masonite		Sheet	$26.02	$0.00	
#8 Screws		Box	$144.00	$0.00	
#10 Screws		Box	$105.00	$0.00	
16 Duplex Nails		Box	$59.98	$0.00	
8 Duplex Nails		Box	$61.84	$0.00	
Const. Grout		Bag	$24.88	$0.00	
High Strength Non-Shrink Grout		Bag	$41.89	$0.00	
Ardex K-15		Bag	$61.06	$0.00	
Ardex Primer		Gal	$66.00	$0.00	
Ardex Feather Finish		Bag	$50.79	$0.00	
Rapid Set Wunderfixx		Bag	$39.42	$0.00	
Masking Tape		Roll	$10.65	$0.00	
Duct Tape		Roll	$12.62	$0.00	
1/2"x 4" Felt		Lf	$0.47	$0.00	
Felt Plastic A Cap		Lf	$0.34	$0.00	
Hilti RE-500 Epoxy	2	Tube	$72.00	$144.00	
Hilti HY 200 Epoxy		Tube	$66.00	$0.00	
36" Metal Stake Rental		Ea	$0.66	$0.00	
24" Metal Stake Rental		Ea	$0.56	$0.00	
12" Metal Stake Rental		Ea	$0.47	$0.00	
Snap Tie Jahn Bracket Rental		Ea	$0.67	$0.00	
Turn Buckle Form Aligner Rental		Ea	$4.35	$0.00	
Snap Tie Wedge Rental		Ea	$0.37	$0.00	
Rebar	80	Lf	$0.93	$74.40	
FRP Class 'A'		Sheet	$143.00	$0.00	
FRP Class 'C'		Sheet	$44.00	$0.00	
FRP Trim		Ea	$2.20	$0.00	
FRP Glue		Gal	$24.94	$0.00	
Bead Chain		lf	$0.47	$0.00	
Silicone 10 oz. tube		Ea	$13.18	$0.00	

Fire Caulking 10 oz. tube		Ea	$15.71	$0.00	
Fire Caulking 20 oz. tube		Ea	$37.95	$0.00	
Diesel Fuel		Gal		$0.00	
Gasoline		Gal		$0.00	
	Qty.	**Unit**	**Rate**	**Total**	**Notes**
Equipment					
Small Truck		Hrs	$81.00	$0.00	
Large Truck		Hrs	$126.00	$0.00	
Water Truck		Day	$1144.00	$0.00	
Skid Steer (Bobcat)		Day	$957.00	$0.00	
Generator		Day	$106.00	$0.00	
Vibrator Plate		Day	$106.00	$0.00	
Rotary Hammer		Day	$75.00	$0.00	
Bosch Chipping Hammer		Day	$88.00	$0.00	
Air Compressor		Day	$45.00	$0.00	
90lb Jack Hammer		Day	$125.00	$0.00	
Air Compressor Hoses		Day	$48.00	$0.00	
30lb. Chipping Gun		Day	$126.00	$0.00	
Concrete Saw		Day	$105.00	$0.00	
Soff-Cut Saw		Day	$105.00	$0.00	
3 Head Diamond Grinder		Day	$605.00	$0.00	
Diamond Grinding Disc Set		Each	$93.00	$0.00	
Water Pump/ Discharge Hoses		Day	$80.00	$0.00	
Shop Vacuums		Day	$27.00	$0.00	
Concrete Vacuums		Day	$52.00	$0.00	
Concrete Wash Out Bin		EA	$1000.00	$0.00	
Walk-Behind Concrete Grinder		Day	$205.00	$0.00	
Dump Fees		Loads	$180.00	$0.00	
	Qty.	**Unit**	**Rate**	**Total**	**Notes**
Rental Equipment					
Man Lift		Day	$708.00	$0.00	
950 Loader		Day	$1482.00	$0.00	
Skip Loader		Day	$865.00	$0.00	
Skid Steer (Bobcat)		Day	$957.00	$0.00	
Skid Steer Mini Excavator		Day	$968.00	$0.00	
Telebelt Conveyor		Day	$617.00	$0.00	
Backhoe		Day	$902.00	$0.00	
Backhoe Breaker		Day	$875.00	$0.00	
Backhoe Compactor Wheel		Day	$605.00	$0.00	
Backhoe/ Skidsteer with Auger		Day	$534.00	$0.00	
Compaction Roller		Day	$743.00	$0.00	
Concrete Pump		Cy	$125.00	$0.00	
3 Head Diamond Grinder		Day	$605.00	$0.00	
Diamond Grinding Disc Set		Each	$93.00	$0.00	

Sub Total Labor	$2412.48
Sub Total Material	$528.40
Sub Total Equipment	$0.00

Contingency Draw Request (CDR)

Owner	X	Oxnard School District
Architect	X	IBI Group
Contractor	X	Balfour Beatty
CM	X	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 046

Date: 10/18/22

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Extend the guard rail system on the second floor of Building "C" as needed to achieve a uniform top of guardrail elevation per RFI 183. Ref. Cost Event #72	$ 37,753.00

☐ The cost of this work will be drawn from Contractor Contingency:

☐ The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	CONSTRUCTION MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: _____	By : _____	By: _____
Date: 10/18/22	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

IRONMAN
INCORPORATED

Ironman, Inc.
20555 Superior Street
Chatsworth, CA 91311
Phone: 818.341.0980
Fax: 818.456.0112

Date: 8/25/2022

CO #: 14R2
Job #: 185
Rose K-5

Change Order Request

To: **Leon Cavallo**
Balfour Beatty
300 E. Esplanade Drive
#1120
Oxnard, CA 93036
Phone: 805-983-1558
Fax: 805-983-7249

Subject: Bldg. C Guardrail Height Adjustment

Change Requested By: Ore Dagan @ Ironman, Inc.

Sent Via: E-mail

Description of Change:

Per the request of the general contractor and RFI Response 183, Ironman, Inc. will proceed with changes as indicated in the attached backup documents.

Total cost of this COR: $37,753.00

The change will cause an increase of $37,753.00 to the contract amount.

A signature below indicates acceptance of all changes shown herein. Any work associated with this change will begin upon receipt of a signed copy of this C.O. in our office.

Accepted By

Ore Dagan
Ironman, Inc.

Ironman, Inc.

Structural Steel Fabrication & Erection

20555 Superior Street
Chatsworth, CA 91311
Phone (818) 341-0980 Fax (818) 341-3485

DATE: October 13, 2022

FOR: Balfour Beatty
Rose K-5

Ironman CO #014 R2 - Bldg. Guardrail Height Adjustment

DESCRIPTION	HOURS	RATE	AMOUNT
Shop Labor	54.00	83.00	$ 4,482.00
Field Labor Ironworker	132.00	134.00	$ 17,688.00
Field Labor Foreman	0.00	143.76	$ -
Detailing	8.00	88.00	$ 704.00
Equipment	NA	NA	$ 3,646.00
Materials/Rentals	NA	NA	$ 6,308.53
Engineering	----------	----------	$ -
			$ -
			$ -
			$ -
			$ -

THIS COR IS FOR THE ADDED COSTS FOR ADDING STEEL HSS ON TOP OF THE BLDG. C GUARDRAILS DUE TO ELEVATION ISSUES.

SUBTOTAL	**$ 32,828.53**
OH/P Margin	15%
OH/P Amount	$ 4,924.28
TOTAL	**$ 37,752.80**

Ironman, Inc.
20555 Superior Street
Chatsworth, CA 91311
Phone: 818.341.0980

Job Name: **Rose K-5**
Address: 220 S. Driskill St.
Oxnard, CA 93030

General Contractor: **Balfour Beatty**

IMN Job #: 185
IMN COR # **14**
BBC PCO #:

Attn: **Leon Cavallo**

Date: **10/13/2022**

Ironman CO #014 R2 - Bldg. Guardrail Height Adjustment

		DATA		Detailing				Shop Labor				Field Labor				Foreman Labor			
ACTIVITY DESCRIPTION	Detail	Qty.	Unit	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total
Added Work:																			
- Added Field Welded HSS at Bldg. C Guardrails		1.0	EA	8.00	8	$ 88.00	$ 704	54.00	54	$ 83.00	$ 4,482	132.00	132	$ 134.00	$ 17,688	0.00	-	$ 143.76	$ -
-		0.0	EA	0.00	-	$ 88.00	$ -	0.00	-	$ 83.00	$ -	0.00	-	$ 134.00	$ -	0.00	-	$ 143.76	$ -
-		0.0	EA	0.00	-	$ 88.00	$ -	0.00	-	$ 83.00	$ -	0.00	-	$ 134.00	$ -	0.00	-	$ 143.76	$ -
Totals:					**8**		**$704**		**54**		**$4,482**		**132**		**$17,688**		**-**		**$0**

NARRATIVE/CLARIFICATIONS / EXCLUSIONS (SEE ATTACHED)

ADDED EIGHT HOURS TO DETAIL THE MODIFICATION TO THE GUARDRAIL SYSTEM WITH ADDED POST STUBS BELOW HORIZONTAL GUARDRAIL EXTENSION. ADDED FIFTY FOUR SHOP HOURS TO FABRICATE THE ADDED GUARDRAIL EXTENSION PIECES. ADDED ONE HUNDRED AND EIGHT HOURS FIELD WELDING FOR THE +/- 200 LIN. FT OF ADDED HSS THAT IS BEING ADDED. ADDED TWENTY-FOUR ADDITIONAL FIELD HOURS (ONE DAY, THREE MEN) TO GRIND OFF THE EXISTING GALV. COATING PRIOR TO WLEDING THE NEW ITEMS. ALL FIELD WELDS WILL BE TOUCHED UP WITH SPRAY GALV.

MAIN PAGE		TOTAL Costs
Overhead Cranes (No Charge)	$0.00	$0.00
Flame Cutting System ($.74/Hr.)	$0.00	$0.00
Propelyne ($8.45/Lb.)	$0.00	$0.00
Oxygen ($1.45/Lb.)	$0.00	$0.00
Wire Brushes ($4.39 ea.)	$17.56	$17.56
Wire Cups ($28.59 ea.)	$0.00	$0.00
Grinder Wheels ($6.19 ea.)	$12.38	$12.38
Ford F550 ($45.20/Hr.) RIG	$361.60	$361.60
Welding Wire ($6.63/Lb.)	$66.30	$66.30
Welding Rod ($8.16/Lb.)	$0.00	$0.00
Welding Systems ($14.04/Hr.)	$112.32	$112.32
Compressor ($8.76/Hr.)	$70.08	$70.08
LN-25 Wire Feeder ($11.12/Hr.)	$88.96	$88.96
TOTAL Costs for 5 Field Days	$3,646.00	$3,646.00

MAIN PAGE	QTY	SHOP	FIELD	TOTAL Costs
Delivery to Site	1	$0.00	$350.00	$350.00
Spray Galv Touch Up Primer	18	$0.00	$47.12	$848.16
HSS 2 x 1.5 x .120 GALVANIZED	13	$393.11	$0.00	$5,110.37
				$6,308.53

RFI #--183

Balfour Beatty

Balfour Beatty Construction, LLC
13520 Evening Creek Drive North, Suite 270
San Diego, California 92128
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
220 South Driskill Street
Oxnard, California 93030

Bldg C - Guardrail Extension

TO:	Ruben Ruiz **(IBI Group)**	**FROM:**	Filbert Carbajal **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	08/25/2022	**STATUS:**	Open
LOCATION:	BUILDING C	**DUE DATE:**	09/02/2022
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	TBD
COST IMPACT:	TBD	**SPEC SECTION:**	05 50 00 - Metal Fabrications
DRAWING NUMBER:		**REFERENCE:**	Ironman RFI #41
LINKED DRAWINGS:			
RECEIVED FROM:	Ore Dagan **(Ironman (Chatsworth))**		

COPIES TO:
Leon Cavallo **(Balfour Beatty)**, Alex Garcia **(Balfour Beatty)**, Ken Hinge **(Kenco Construction Services)**, Linda Iversen **(IBI Group)**, Janvi Kanani **(IBI Group)**, Dennis Kuykendall **(Balfour Beatty)**, Arega Mehrabian **(IBI Group)**, Rick Ostrander **(CFW, Inc.)**

Question from Filbert Carbajal (Balfour Beatty) at 02:50 PM on 08/25/2022

Please confirm acceptable to field weld an additional HSS 1.5 x 2 x .120 to the top of the existing guardrails at Bldg. C. The HSS will be galvanized and capped at all ends. Weld proposed is a flare bevel weld 1" in 12", staggered. This HSS will be continuous the entire length of the guardrail system.

Awaiting an Official Response

All Replies:

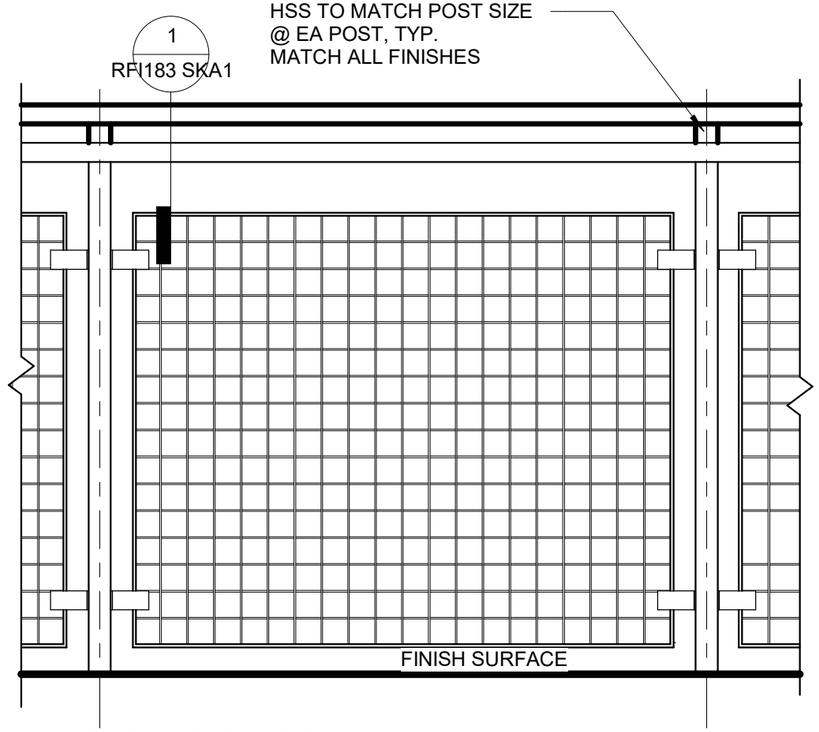
Proposed Solution rejected.

Please provide 1-1/2" x 1-1/2" rail along the entire length of the guardrail system.
See attached RFI 183-SKA1

Ruben R.
IBI Group
08/29/2022

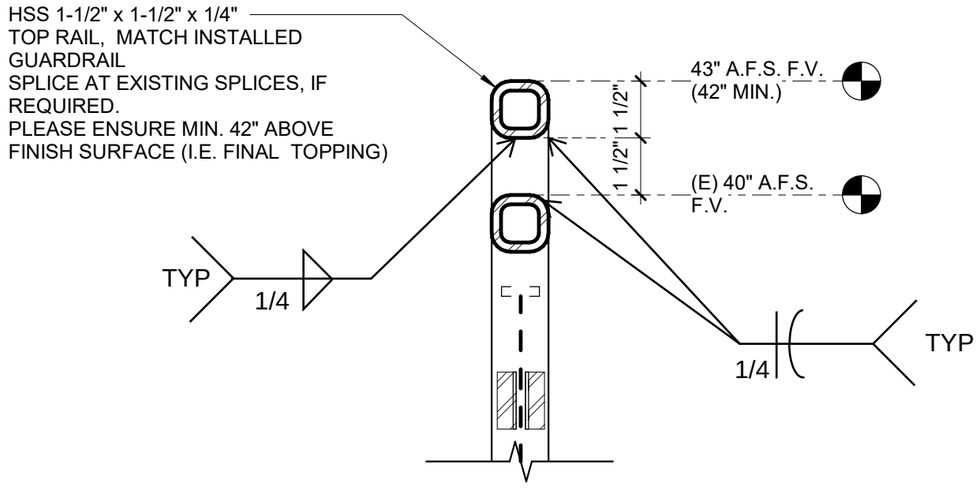
Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

BY **DATE** **COPIES TO**



2 GUARDRAIL ELEVATION
1" = 1'-0"

NOTE: REFER TO DETAIL 19/A8800 FOR ADDITIONAL INFORMATION NOT SHOWN



1 RFI 183 GUARDRAIL EXTENSION
3" = 1'-0"

BLD C - GUARDRAIL EXTENSION
ROSE AVENUE K-5 SCHOOL
OXNARD SCHOOL DISTRICT

DATE 08/29/22
RFI183 SKA1

OXNARD
CA

REFERENCE SHEET NO.
19/A8800

PROJECT NO. 109990
DSA FILE NO. 56-22
DSA APP. NO. 03-119284

IBI
Los Angeles
537 South Broadway, Suite 500
Los Angeles CA 90013
213.769.0011 fax: 213.769.0016

	Owner	[X]	Oxnard School District
Contingency	Architect	[X]	IBI Group
Draw	Contractor	[X]	Balfour Beatty
Request (CDR)	CM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 059

Date: 3/7/23

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

CE# 107 / CDR #059 Drawing A2312C and S2111C, indicated two different dimensions and required the curb to be extended by 6" at the slab edge to accommodate the curtain wall not shown on the structural drawing at the entry door for Bldg C Media Center per RFI 239.	$ 1,093.28

☐ 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	ARCHITECT	CONSTRUCTION MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 03/07/23	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	3-7-2023
Permit Number:	DSA# 03-119284	Change Event No.:	107
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Rick Ostrander - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Drawing A2312C and S2111C, indicated two different dimensions and required the curb to be extended by 6" at the slab edge to accommodate the curtain wall not shown on the structural drawing at the entry door for Bldg C Media Center per RFI 239.

Ref. Cost Event #107/Contingency Draw #59

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
			Subtotal A:	**$ -**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Inland Labor	$	534.90		
Inland Material	$	72.00		
Inland (O&P @ 10%)	$	60.69		
Vista Steel	$	385.00		
Vista Steel (O&P @ 5%)	$	19.25		
Bond & Insurance	$	21.44		
			Subtotal B:	**$ 1,093.28**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
			Subtotal D:	**$ -**
E. Bond at 1% $ -			**Subtotal E:**	**$ -**
Grand Total = (A + B + C + D + E)				**$ 1,093.28**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — 2023-03-07

Print Name & Title (General Contractor) | Signature | Date

RFI #--239

Balfour Beatty

Balfour Beatty Construction, LLC
13520 Evening Creek Drive North, Suite 270
San Diego, California 92128
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
220 South Driskill Street
Oxnard, California 93030

Bldg C Media Center - Curtain Wall Slab Edge Extension

TO:	Ruben Ruiz **(IBI Group)**	**FROM:**	Filbert Carbajal **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	11/04/2022	**STATUS:**	Open
LOCATION:	BUILDING C>FLOOR 1>1-301>MEDIA CENTER	**DUE DATE:**	11/11/2022
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	TBD
COST IMPACT:	TBD	**SPEC SECTION:**	03 30 00 - Cast-in-Place Concrete
DRAWING NUMBER:	S2111C	**REFERENCE:**	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Filbert Carbajal (Balfour Beatty) at 08:40 AM on 11/04/2022

At door entry for Bldg C Media Center, slab was installed per plan; however, it was discovered that slab edge is short and would not be able to accommodate the curtain wall. A 6" slab edge extension would be needed to accommodate the curtain wall. Please confirm if it is acceptable extend the slab edge similar to CCD 11.

Attachments:
Pages from 08 41 13-2.1 Entrances and Storefronts - SD_rsp (14).pdf

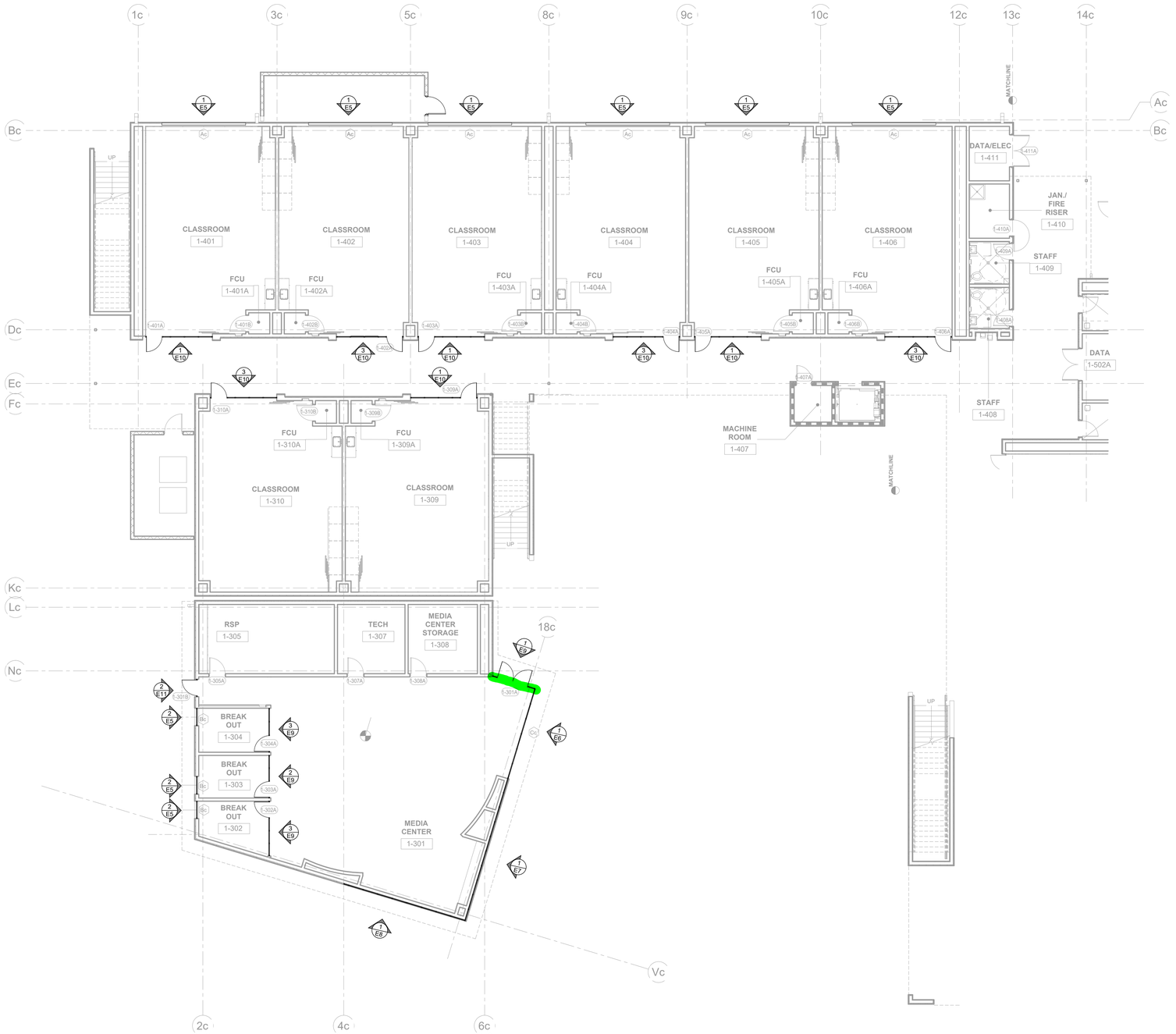
Awaiting an Official Response

All Replies:

Proposed slab extension per CCD 11 is acceptable.

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

Joe Klimczyk, P.E.	11/14/22	
BY	**DATE**	**COPIES TO**



1 BUILDING C-FIRST FLOOR PLAN (NORTH)

ARCH REF: A2310C

SCALE: 3/32" = 1'-0"

REVISION		
No	Date	Description

OWNER:

OXNARD SCHOOL DISTRICT
1051 South A Street,
Oxnard, CA 93030
Tel. 805.385.1501

PROJECT

ROSE AVENUE K-5 SCHOOL

220 S. Driskill St, Oxnard, CA 93030

OXNARD SCHOOL DISTRICT

PROJECT ARCHITECT:

IBI GROUP
315 W. 9th Street, Suite 600
Los Angeles, CA 90015
Tel. 213.769.0011

GENERAL CONTRACTOR:

BALFOUR BEATTY
1501 Quail Street, Suite 130,
Newport Beach, CA 92660
Tel. 949.502.4000
www.balfourbeatty.com

GLAZING CONTRACTOR:

Elite GLASS Enterprise, Inc. Lic# 898030

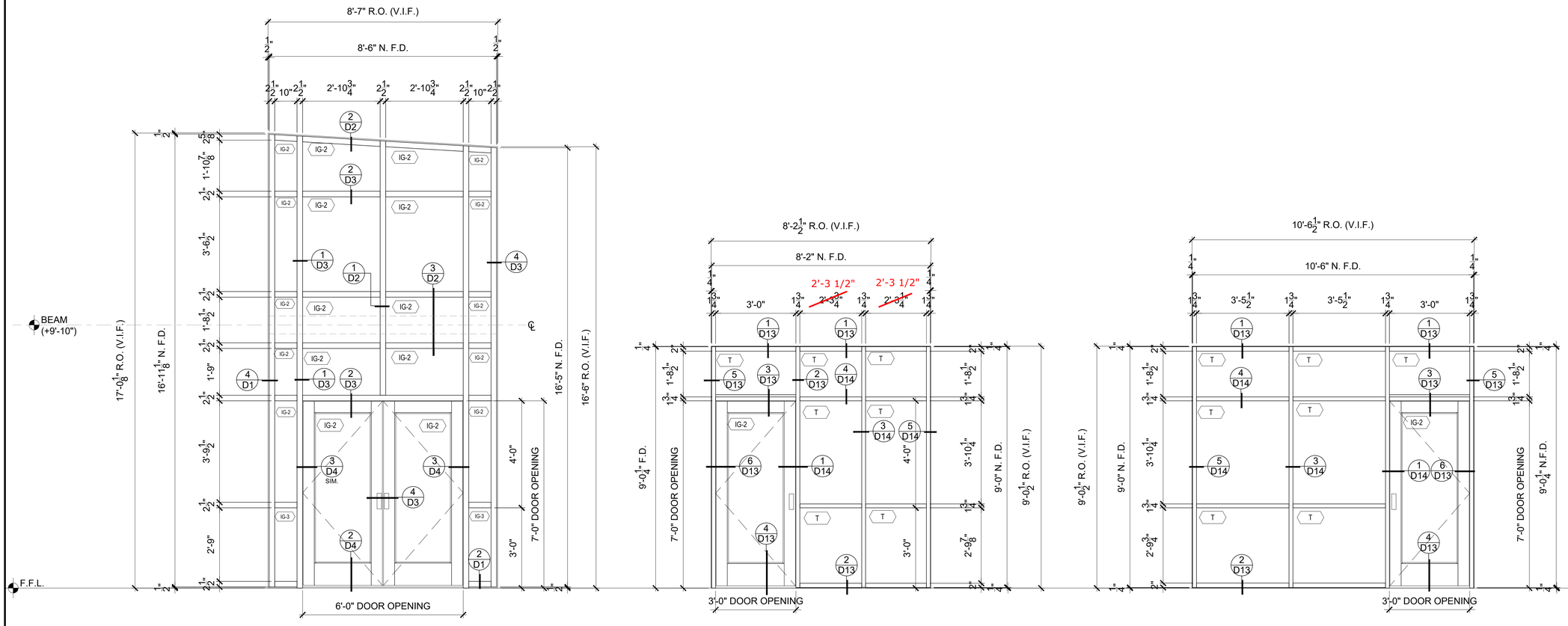
9232 Bermudez St.
Pico Rivera, CA 90660
tel: 562.699.9300
fax: 562.692.6962

DRAWN BY:	CPS
CHECKED BY:	-
DATE:	01/10/2022
SCALE:	AS SHOWN

PLAN

DRAWING NUMBER:

P4



DETAIL NO.	TITLE	SCALE	QUANTITY THUS
1	FRAME TYPE - J CURTAIN WALL	1/2" = 1'-0"	1
PAGE NO.	SYSTEM	ARCH. REF.	QUANTITY OPP.
E9	ARCADIA OPG25600 SERIES - 2 1/4" x 6"	A9201C	--

DOOR#:	1-301A
TYPE:	C1
MODEL:	ARCADIA WS512HD
HW SET:	17
SWING:	SWING DOOR

DETAIL NO.	TITLE	SCALE	QUANTITY THUS
2	FRAME TYPE - K INTERIOR STOREFRONTS	1/2" = 1'-0"	1
PAGE NO.	SYSTEM	ARCH. REF.	QUANTITY OPP.
E9	ARCADIA AG450 SERIES 1-3/4" x 4-1/2"	A9201C	--

DOOR#:	1-303A
TYPE:	E1
MODEL:	ARCADIA WS512
HW SET:	25
SWING:	SWING DOOR

DETAIL NO.	TITLE	SCALE	QUANTITY THUS
3	FRAME TYPE - L INTERIOR STOREFRONTS	1/2" = 1'-0"	2
PAGE NO.	SYSTEM	ARCH. REF.	QUANTITY OPP.
E9	ARCADIA AG450 SERIES 1-3/4" x 4-1/2"	A9201C	--

DOOR#:	1-302A, 1-304A
TYPE:	E
MODEL:	ARCADIA WS512
HW SET:	25
SWING:	SWING DOOR

REVISION

No	Date	Description

OWNER:

OXNARD SCHOOL DISTRICT
1051 South A Street,
Oxnard, CA 93030
Tel. 805.385.1501

PROJECT

ROSE AVENUE K-5 SCHOOL

220 S. Driskill St, Oxnard, CA 93030

OXNARD SCHOOL DISTRICT

PROJECT ARCHITECT:

IBI GROUP
315 W. 9th Street, Suite 600
Los Angeles, CA 90015
Tel. 213.769.0011

GENERAL CONTRACTOR:

BALFOUR BEATTY
1501 Quail Street, Suite 130,
Newport Beach, CA 92660
Tel. 949.502.4000
www.balfourbeatty.com

GLAZING CONTRACTOR:

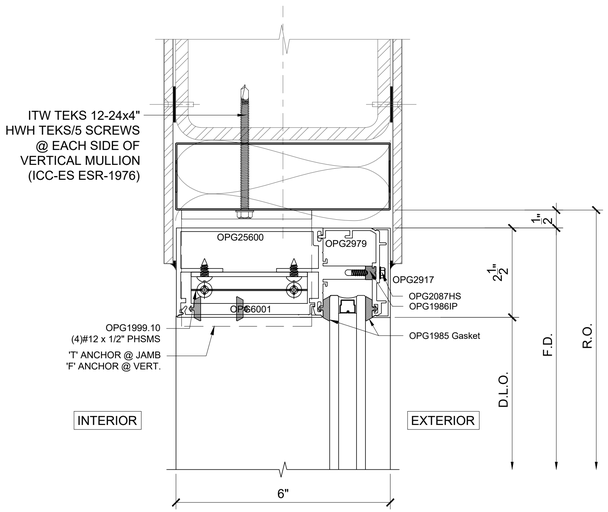
Elite Lic# 898030
GLASS
Enterprise, Inc.
9232 Bermudez St.
Pico Rivera, CA 90660
tel: 562.699.9300
fax: 562.692.6962

DRAWN BY:	CPS
CHECKED BY:	-
DATE:	01/10/2022
SCALE:	AS SHOWN

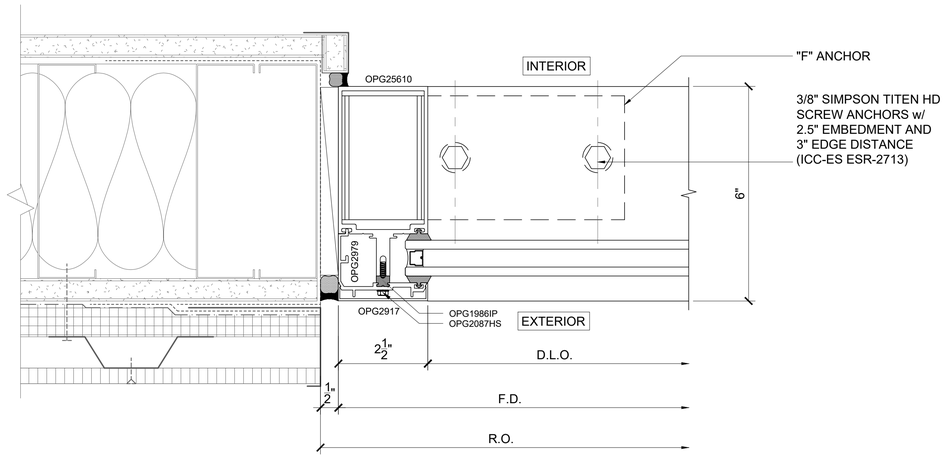
ELEVATION

DRAWING NUMBER:

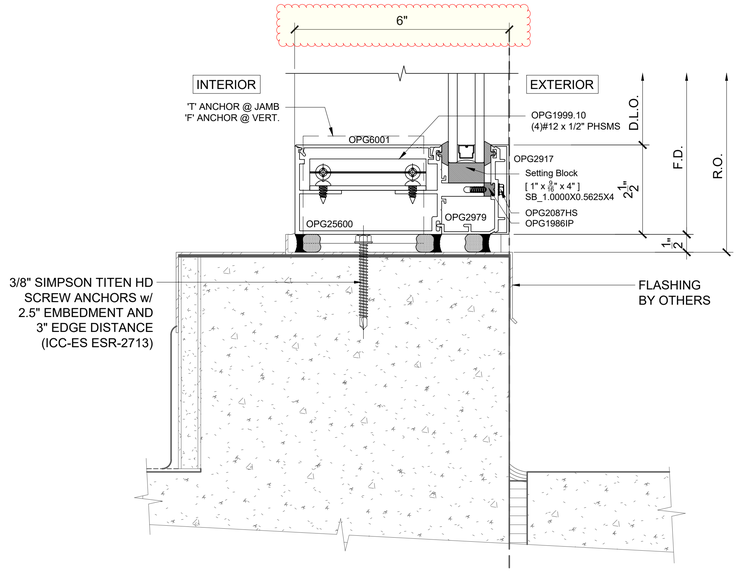
E9



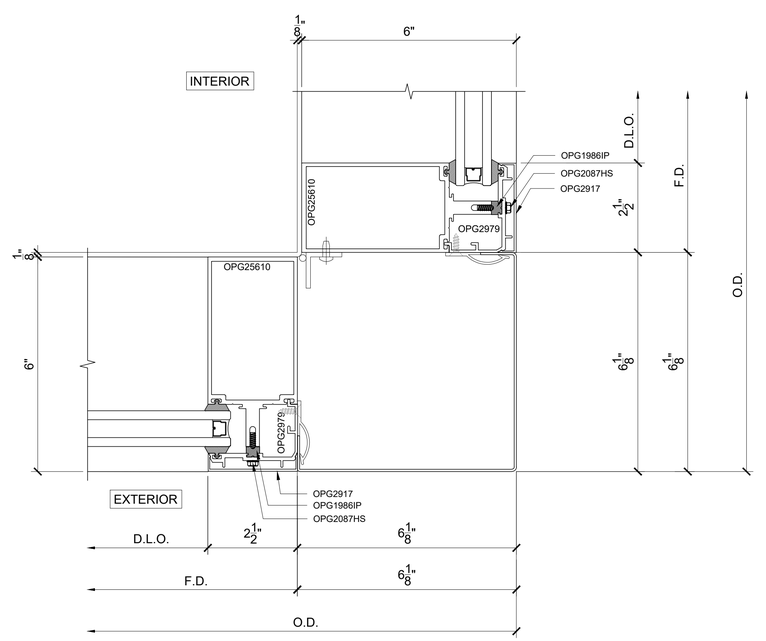
DETAIL NO.	TITLE	SCALE	QUANTITY THUS
1	HEAD DETAIL CURTAIN WALL	6" = 1'-0"	--
PAGE NO.	SYSTEM	ARCH. REF.	QUANTITY OPP.
D1	ARCADIA OPG25600 SERIES - 2 1/4" x 6"	4/A8602	--



DETAIL NO.	TITLE	SCALE	QUANTITY THUS
3	JAMB DETAIL CURTAIN WALL	6" = 1'-0"	--
PAGE NO.	SYSTEM	ARCH. REF.	QUANTITY OPP.
D1	ARCADIA OPG25600 SERIES - 2 1/4" x 6"	24/A8600	--



DETAIL NO.	TITLE	SCALE	QUANTITY THUS
2	SILL DETAIL CURTAIN WALL	6" = 1'-0"	--
PAGE NO.	SYSTEM	ARCH. REF.	QUANTITY OPP.
D1	ARCADIA OPG25600 SERIES - 2 1/4" x 6"	2/A8602	--



DETAIL NO.	TITLE	SCALE	QUANTITY THUS
4	CORNER JAMB DETAIL CURTAIN WALL	6" = 1'-0"	--
PAGE NO.	SYSTEM	ARCH. REF.	QUANTITY OPP.
D1	ARCADIA OPG25600 SERIES - 2 1/4" x 6"	NONE	--

REVISION

No	Date	Description

OWNER:

Rancho Santiago
Community College District
2323 N. Broadway
Santa Ana, CA 92706
Tel. No. (714) 480-7510
Fax: (714) 796-3910

PROJECT

RUSSELL HALL REPLACEMENT

HEALTH SCIENCES BUILDING
(CURTAIN WALL)
1530 W. 17TH STREET, SANTA ANA, CA 92706

PROJECT ARCHITECT:

Hammel, Green &
Abrahamson, Inc.
1301 Colorado Avenue Santa
Monica, CA 90404
Tel. No. (310) 557-7600
Fax: (310) 553-1668

GENERAL CONTRACTOR:

Balfour Beatty
1501 Quail Street, Suite 130
Newport Beach, CA 92660
Tel. No. (949) 502-4000

GLAZING CONTRACTOR:

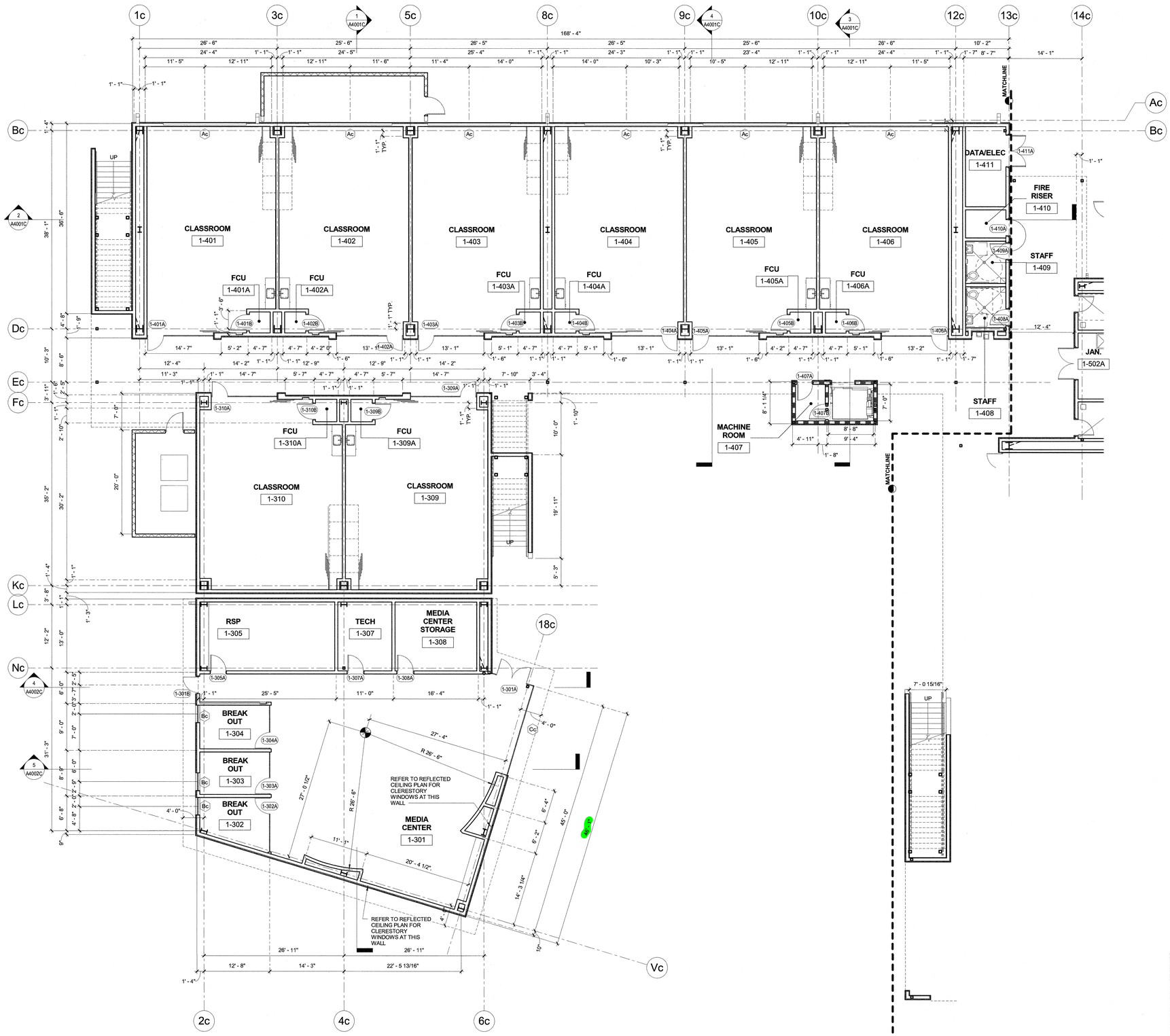
Elite Lic# 898030
GLASS
Enterprise, Inc.
9232 BERMUDEZ ST.
PICO RIVERA, CA 90660
T: 562-699-9300
F: 562-699-92

DRAWN BY: CPS
CHECKED BY: -
DATE: 12/27/2021
SCALE: NTS

DETAIL

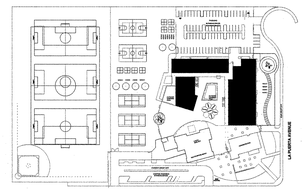
DRAWING NUMBER:

D1



FIRST FLOOR PLAN

KEY PLAN



CLIENT

OXNARD SCHOOL DISTRICT

220 S. Driskill St, Oxnard, CA 93030

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ISSUES

NO.	ISSUANCE	DATE

CONSULTANTS

AGENCY INFORMATION:

AGENCY TRACKING NO	FILE NO
72538-107	56-22

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DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
03-119284
AC ☐ FLS ☒ TCS ☐ BY
DATE JUL 10 2019

SEAL

LICENSED ARCHITECT CRAIG ATKINSON STATE OF CALIFORNIA
REN. 4/21

PRIME CONSULTANT

IBI
315 W 9th Street, Suite 600
Los Angeles, CA 90015
tel (213) 769-0011 fax (213)-769-0016
ibigroup.com

PROJECT

ROSE AVENUE K-5 SCHOOL

220 S. DRISKILL ST,
OXNARD, CA 93030

PROJECT NO: 109990	
DRAWN BY: **SCH**	CHECKED BY: **Checker**
PROJECT MGR: **Designer**	APPROVED BY: **Approver**
SCALE: **As indicated**	DATE: **06/05/2019**

SHEET TITLE

BUILDING C - FIRST FLOOR DIMENSION PLAN - NORTH

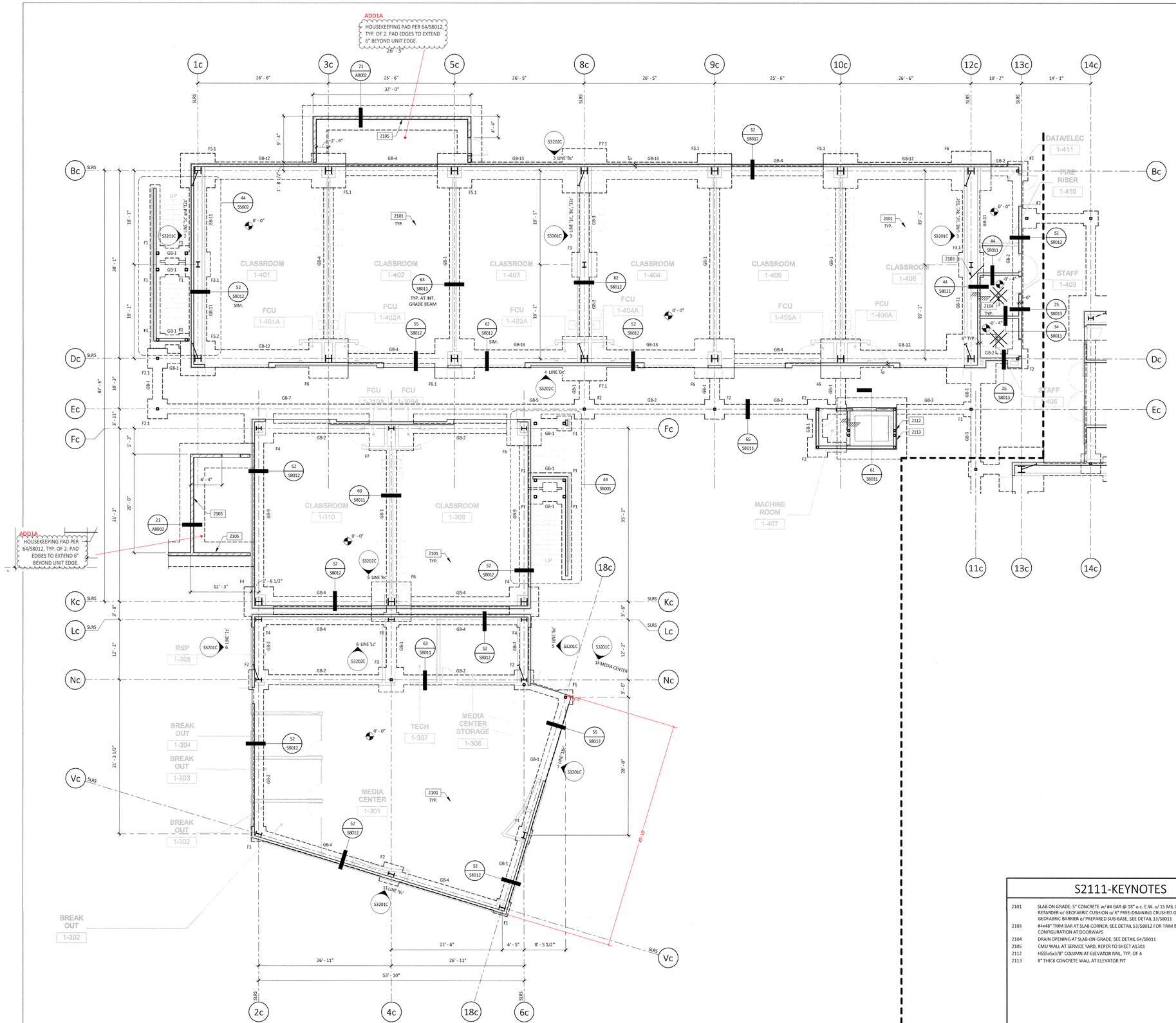
SHEET NUMBER

A2312C

ISSUE

BIM 360://109990 - Rose Avenue Elementary/ATTH 109990-RoseES-BLDG03-A-V16.rvt

SCALE CHECK 1 in 13mm



BUILDING C - FOUNDATION PLAN - NORTH

0 4' 8' 16'

S2100-GENERAL NOTES

1. SEE SHEETS S0001, S0002, AND S0003 FOR GENERAL NOTES
2. DATUM ELEVATION IS: (see Civil Plans)
   Building A: 55.87' Building B: 56.46' Building C: 55.47'
3. FINISH FLOOR ELEVATION = +0'-0" RELATIVE TO THE DATUM ELEVATION
4. TYPICAL TOP OF CONCRETE IS +0'-0" RELATIVE TO THE FINISH FLOOR ELEVATION, UNLESS NOTED OTHERWISE
5. TYPICAL TOP OF FOOTING ELEVATION IS (-1'-6") RELATIVE TO TOP OF CONCRETE ELEVATION, UNLESS NOTED OTHERWISE
6. SEE SHEET S9101A FOR BUILDING A SCHEDULES
   SEE SHEET S9101B FOR BUILDING B SCHEDULES
   SEE SHEET S9101C FOR BUILDING C SCHEDULES
7. SEE SHEET S8011 FOR TYPICAL FOUNDATION DETAILS
8. SEE DETAIL 25/S8011 FOR BUILDING PAD PREPARATION
   SEE DETAIL 14/S8313 FOR DEEPENED PREP AREAS (i.e. ELEVATOR, UTILITY TRENCHES, ETC.)
9. SEE AESS SCHEDULE ON SCHEDULE SHEET FOR ARCHITECTURALLY EXPOSED STRUCTURAL STEEL REQUIREMENTS
10. SEE COLD FORMED STEEL FRAMING LEGEND AND WALL SCHEDULES ON SCHEDULE SHEET

S2111-SCHEDULES

PAD FOOTING SCHEDULE - BLDG. C - NORTH

MARK	FOOTING DIMENSIONS			DETAIL REF.
	DEPTH	PLAN DIMENSIONS	REINFORCING	
F1	24"	3'-0" x 3'-0"	(4)-#5 E.W.	31/S8011 41/S8011
F2	24"	4'-0" x 4'-0"	(6)-#5 E.W.	31/S8011 41/S8011
F2.1	24"	4'-0" x 4'-0"	(6)-#7 E.W. T&B	31/S8011 41/S8011
F3	24"	5'-0" x 5'-0"	(7)-#5 E.W.	31/S8011 41/S8011
F3.1	30"	5'-0" x 5'-0"	(11)-#7 E.W. T&B	31/S8011 41/S8011
F4	24"	6'-0" x 6'-0"	(8)-#5 E.W.	31/S8011 41/S8011
F4.1	24"	6'-0" x 6'-0"	(14)-#7 E.W. T&B	31/S8011 41/S8011
F5	30"	7'-0" x 7'-0"	(10)-#7 E.W. T&B	31/S8011 41/S8011
F5.1	30"	7'-0" x 7'-0"	(10)-#7 E.W. AT TOP (19)-#7 E.W. AT BOT.	31/S8011 41/S8011
F5.2	30"	7'-0" x 7'-0"	(20)-#7 E.W. AT TOP (25)-#7 E.W. AT BOT.	31/S8011 41/S8011
F6	30"	8'-0" x 8'-0"	(17)-#7 E.W. T&B	31/S8011 41/S8011
F6.1	24"	8'-0" x 8'-0"	(12)-#7 E.W. T&B	31/S8011 41/S8011
F7	24"	9'-0" x 9'-0"	(15)-#7 E.W. T&B	31/S8011 41/S8011
F7.1	30"	9'-0" x 9'-0"	(15)-#7 E.W. T&B	31/S8011 41/S8011
F8	30"	10'-0" x 10'-0"	(17)-#7 E.W. T&B	31/S8011 41/S8011
F9	24"	9'-0" x 9'-0"	(12)-#5 E.W. T&B	31/S8011 41/S8011

GRADE BEAM SCHEDULE - BLDG. C - NORTH

MARK	DIMENSIONS DEPTH x WIDTH	REINFORCING			DETAIL REF.
		TOP BARS	BOTTOM BARS	TIES	
GB-1	24" x 24"	(2)-#6	(2)-#6	#4 @ 24" o.c.	SEE PLAN
GB-2	24" x 24"	(4)-#6	(4)-#6	#4 @ 12" o.c.	SEE PLAN
GB-3	24" x 24"	(5)-#8	(3)-#6	#4 @ 12" o.c.	SEE PLAN
GB-4	24" x 24"	(6)-#7	(6)-#7	#4 @ 12" o.c.	SEE PLAN
GB-5	24" x 24"	(8)-#8	(4)-#9	#4 @ 12" o.c.	SEE PLAN
GB-6	24" x 24"	(5)-#8	(6)-#9	#4 @ 12" o.c.	SEE PLAN
GB-7	24" x 24"	(6)-#6	(7)-#8	#4 @ 12" o.c.	SEE PLAN
GB-8	24" x 24"	(8)-#8	(8)-#9	#4 @ 12" o.c.	SEE PLAN
GB-9	24" x 24"	(6)-#6	(7)-#6	#4 @ 12" o.c.	SEE PLAN
GB-10	30" x 42"	(5)-#6	(6)-#8	#4 @ 12" o.c.	SEE PLAN
GB-11	30" x 42"	(8)-#6	(15)-#9	#4 @ 12" o.c.	SEE PLAN
GB-12	30" x 42"	(8)-#7	(8)-#7	#4 @ 10" o.c.	SEE PLAN
GB-13	30" x 42"	(12)-#9	(8)-#6	#4 @ 10" o.c.	SEE PLAN
GB-14	30" x 42"	(7)-#8	(15)-#9	#4 @ 10" o.c.	SEE PLAN

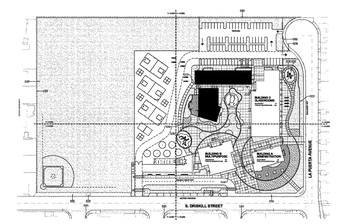
LEGEND

- 2101 TYP. — KEYNOTE
- SPOT ELEVATION (TOP OF CONCRETE)
- SLAB STEP
- 11 / S8011 — DETAIL NUMBER / SHEET NUMBER
- Ref 1 View Name / S3201A — SHEET NUMBER
- CONCRETE MASONRY UNIT WALL

S2111-KEYNOTES

2101	SLAB ON GRADE: 5" CONCRETE w/ #4 BAR @ 18" o.c. E.W. o/ 15 MIL CLASS A VAPOR RETARDER o/ GEOFABRIC CUSHION o/ 6" FREE-DRAINING CRUSHED GRAVEL o/ GEOFABRIC BARRIER o/ PREPARED SUB-BASE, SEE DETAIL 13/S8011
2103	#4x48" TRIM BAR AT SLAB CORNER, SEE DETAIL 53/S8012 FOR TRIM BAR CONFIGURATION AT DOORWAYS
2104	DRAIN OPENING AT SLAB-ON-GRADE, SEE DETAIL 64/S8011
2105	CMU WALL AT SERVICE YARD, REFER TO SHEET A1301
2112	HSS5x5x1/8" COLUMN AT ELEVATOR RAIL, TYP. OF 4
2113	8" THICK CONCRETE WALL AT ELEVATOR PIT

KEY PLAN



CLIENT

OXNARD SCHOOL DISTRICT

220 S. Driskill St, Oxnard, CA 93030

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ISSUES

NO.	ISSUANCE	DATE

CONSULTANTS

SMITH STRUCTURAL GROUP, LLP
811 El Capitan Wy, Suite 240 | 805.439.2110
San Luis Obispo, CA 93401 | smithstructural.com

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REGISTERED PROFESSIONAL ENGINEER MICHAEL E. PHELAN No. 5405 STRUCTURAL STATE OF CALIFORNIA

AGENCY INFORMATION:

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DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
03-119284
AC FLS SS
DATE JUL 10 2019

SEAL

LICENSED ARCHITECT CRAIG ATKINSON No. C25387 REN. 4/21 STATE OF CALIFORNIA

PRIME CONSULTANT

IBI
315 W 9th Street, Suite 600
Los Angeles, CA 90015
tel (213) 769-0011 fax (213)-769-0016
ibigroup.com

PROJECT
RECONSTRUCTION OF ROSE AVENUE K-5 SCHOOL
220 S. DRISKILL ST,
OXNARD, CA 93030

PROJECT NO: 109990	
DRAWN BY: DVI	CHECKED BY: JMM
PROJECT MGR: JMK	APPROVED BY: MEP
SCALE: As Indicated	DATE: 06/05/2019

SHEET TITLE
BUILDING C - FOUNDATION PLAN - NORTH

SHEET NUMBER S2111C | ISSUE

SCALE CHECK 1 in. 10mm

\\server\Environments\2017\217909 Productions\04 Models\ATW_109990-RoseES-BLDG03-S-V16.rvt

Contingency Draw Request (CDR)

Owner	X	Oxnard School District
Architect	X	IBI Group
Contractor	X	Balfour Beatty
CM	X	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 063R1

Date: 3-27-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event #100/#63R1 Exterior Canopy - HSS Column and Rebar Clash Provide labor, materials and equipment to disassemble and re-install (18) cages around the tube steel/nelson stud before setting cages in footing per RFI 271 on a T&M basis per direction from Rick Ostrander on January 30, 2023.	$ 7,762.01

☐ 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	ARCHITECT	CONSTRUCTION MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 03/27/23	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	3/27/2023
Permit Number:	DSA# 03-119284	Change Event No.:	100
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Rick Ostrander - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event #100/Contingency Draw #63 Exterior Canopy - HSS Column and Rebar Clash

Provide labor, materials and equipment to disassemble and re-install (18) cages around the tube steel/nelson stud before setting cages in footing per RFI 271 on a T&M basis per direction from Rick Ostrander on January 30, 2023.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Inland Labor	$	206.60		
Inland (O&P @ 10%)	$	20.66		
Vista Steel Labor	$	7,031.00		
Vista Steel (O&P @ 5%)	$	351.55		
Bond/Insurance @ 2%	$	152.20		
		Subtotal B:	**$**	**7,762.01**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:	**$**	**-**
E. Bond at 1% $ -		**Subtotal E:**	**$**	**-**
Grand Total = (A + B + C + D + E)			**$**	**7,762.01**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

Rafael Alamillo, Project Manager - Balfour Beatty

		3/27/2023
Print Name & Title (General Contractor)	Signature	Date

INLAND
BUILDING CONSTRUCTION COMPANIES, INC.
General Building • Tenant Improvements • Construction Specialties

SENT VIA: Email
PAGES: 10

CHANGE ORDER REQUEST # 17

PROJECT:	Rose Ave. ES	**DATE:**	2/17/2023
INLAND'S JOB NO:	21-040	**PROJECT NO:**	
		CONTRACT FOR:	BP #003 Concrete
TO:	Balfour Beatty Construction	**FROM:**	Mehdi Nickouei
ATTN:	Rafael Alamillo		
SUBJECT:	Rework on Caisson Cage		

Additional Days Required: 0

COR Valid for 30 days

DESCRIPTION:

Per Balfour Beaty and CFW direction, T&M on the 18 cages to disassembled and re-install around the tube steel/nelson stud before setting them in the hole

Self Performed Work

Labor			$ 206.60
Material			$ -
Equipment			$ -
Subtotal			$ 206.60
Contractor's Overhead & Profit		10%	$ 20.66
Contractor's Subtotal			$ 227.26

Subcontractor Work

Vista Steel		$	7,031.00
		$	-
		$	-
		$	-
		$	-
		$	-
		$	-
Subcontractors Subtotals		$	7,031.00
Contractor's Overhead & Profit	5%	$	351.55
Subtotals		$	7,382.55

Subtotal Contractors / Subcontractors		$	7,609.81
Bond/Insurance	2.0%	$	152.20
Textura Fee (if applicable, .22% of contract if max $3,750 has not been met)		$	-
Total Change Request		$	7,762.01

323 S. SIERRA WAY SAN BERNARDINO, CA 92408-1422
(909) 884 6276 Fax (909) 889-6936
LIC # 405281

INLAND
BUILDING CONSTRUCTION COMPANIES, INC.
General Building • Tenant Improvements • Construction Specialties

Change Request Cost Breakdown

Details	Qty.	Unit	Rate	Total	Notes
Labor		15			
Carpenter Foreman w/Truck	2	Hrs	$103.30	$206.60	
Carpenter Foreman w/Truck O.T.		Hrs	$138.22	$0.00	
Carpenter w/Truck		Hrs	$99.13	$0.00	
Carpenter w/Truck O.T.		Hrs	$131.97	$0.00	
Carpenter		Hrs	$89.15	$0.00	
Carpenter O.T.		Hrs	$118.68	$0.00	
Place and Finish		Hrs	$125.00	$0.00	
Costs associated with the slab extens		**Unit**	**Rate**	**Total**	**Notes**
Materials					
Concrete		LS	$8092.00	$0.00	
Concrete Shortload Charge		Ea	$155.00	$0.00	
Concrete PW Contract Fee		Ea	$2000.00	$0.00	
Fill Sand		Ton	$26.78	$0.00	
Class II Agg. Base		Ton	$35.87	$0.00	
CMB Agg. Base		Ton	$32.56	$0.00	
10 Mil. Stego Vapor Barrier		Roll	$930.00	$0.00	
15 Mil. Stego Vapor Barrier		Roll	$1000.00	$0.00	
Vapor Barrier Tape		Roll	$49.89	$0.00	
Vapor Barrier Mastic		Pail	$172.87	$0.00	
6 Mil. Visqueen		Roll	$200.00	$0.00	
10 Mil. Visqueen		Roll	$308.82	$0.00	
Styrofoam Fill		Sheet		$0.00	
3/4" Formply		Sheet	$78.26	$0.00	
2X Form Lumber		Bf	$2.97	$0.00	
Masonite		Sheet	$26.02	$0.00	
#8 Screws		Box	$144.00	$0.00	
#10 Screws		Box	$105.00	$0.00	
16 Duplex Nails		Box	$59.98	$0.00	
8 Duplex Nails		Box	$61.84	$0.00	
Const. Grout		Bag	$24.88	$0.00	
High Strength Non-Shrink Grout		Bag	$41.89	$0.00	
Ardex K-15		Bag	$61.06	$0.00	
Ardex Primer		Gal	$66.00	$0.00	
Ardex Feather Finish		Bag	$50.79	$0.00	
Rapid Set Wunderfixx		Bag	$39.42	$0.00	
Masking Tape		Roll	$10.65	$0.00	
Duct Tape		Roll	$12.62	$0.00	
1/2"x 4" Felt		Lf	$0.47	$0.00	
Felt Plastic A Cap		Lf	$0.34	$0.00	
Hilti RE-500 Epoxy		Tube	$72.00	$0.00	
Hilti HY 200 Epoxy		Tube	$66.00	$0.00	
36" Metal Stake Rental		Ea	$0.66	$0.00	
24" Metal Stake Rental		Ea	$0.56	$0.00	
12" Metal Stake Rental		Ea	$0.47	$0.00	
Snap Tie Jahn Bracket Rental		Ea	$0.67	$0.00	
Turn Buckle Form Aligner Rental		Ea	$4.35	$0.00	
Snap Tie Wedge Rental		Ea	$0.37	$0.00	
Rebar		Lf	$0.93	$0.00	
FRP Class 'A'		Sheet	$143.00	$0.00	
FRP Class 'C'		Sheet	$44.00	$0.00	
FRP Trim		Ea	$2.20	$0.00	
FRP Glue		Gal	$24.94	$0.00	
Bead Chain		lf	$0.47	$0.00	
Silicone 10 oz. tube		Ea	$13.18	$0.00	
Fire Caulking 10 oz. tube		Ea	$15.71	$0.00	

Fire Caulking 20 oz. tube		Ea	$37.95	$0.00	
Diesel Fuel		Gal		$0.00	
Gasoline		Gal		$0.00	
	Qty.	**Unit**	**Rate**	**Total**	**Notes**
Equipment					
Small Truck		Hrs	$81.00	$0.00	
Large Truck		Hrs	$126.00	$0.00	
Water Truck		Day	$1144.00	$0.00	
Skid Steer (Bobcat)		Day	$957.00	$0.00	
Generator		Day	$106.00	$0.00	
Vibrator Plate		Day	$106.00	$0.00	
Rotary Hammer		Day	$75.00	$0.00	
Bosch Chipping Hammer		Day	$88.00	$0.00	
Air Compressor		Day	$45.00	$0.00	
90lb Jack Hammer		Day	$125.00	$0.00	
Air Compressor Hoses		Day	$48.00	$0.00	
30lb. Chipping Gun		Day	$126.00	$0.00	
Concrete Saw		Day	$105.00	$0.00	
Soff-Cut Saw		Day	$105.00	$0.00	
3 Head Diamond Grinder		Day	$605.00	$0.00	
Diamond Grinding Disc Set		Each	$93.00	$0.00	
Water Pump/ Discharge Hoses		Day	$80.00	$0.00	
Shop Vacuums		Day	$27.00	$0.00	
Concrete Vacuums		Day	$52.00	$0.00	
Concrete Wash Out Bin		EA	$1000.00	$0.00	
Walk-Behind Concrete Grinder		Day	$205.00	$0.00	
Dump Fees		Loads	$180.00	$0.00	
	Qty.	**Unit**	**Rate**	**Total**	**Notes**
Rental Equipment					
Man Lift		Day	$708.00	$0.00	
950 Loader		Day	$1482.00	$0.00	
Skip Loader		Day	$865.00	$0.00	
Skid Steer (Bobcat)		Day	$957.00	$0.00	
Skid Steer Mini Excavator		Day	$968.00	$0.00	
Telebelt Conveyor		Day	$617.00	$0.00	
Backhoe		Day	$902.00	$0.00	
Backhoe Breaker		Day	$875.00	$0.00	
Backhoe Compactor Wheel		Day	$605.00	$0.00	
Backhoe/ Skidsteer with Auger		Day	$534.00	$0.00	
Compaction Roller		Day	$743.00	$0.00	
Concrete Pump		LS	$2323.75	$0.00	
3 Head Diamond Grinder		Day	$605.00	$0.00	
Diamond Grinding Disc Set		Each	$93.00	$0.00	
Sub Total Labor				$206.60	
Sub Total Material				$0.00	
Sub Total Equipment				$0.00	

VISTA Steel Company

February 3, 2023

INLAND BUILDING CONSTRUCTION COMPANY
323 S. SIERRA HWY.
SAN BERNADINO, CA 92408-1422

Project: ROSE AVE. ES

Re: **VT1878**

Ladies/Gentlemen,

Following is the description and breakdown for the above referenced additional charge:

CC# 10 **LABOR TO TAKE APART AND RETIE CAISSONS AROUND STRUCTURAL COLUMNS AT CANOPY PER EMAIL DATED 1-31-23 FROM JEFF MURRAY WITH INLAND BUILDING CONSTRUCTION. SIGNED LABOR TICKET IS ATTACHED.**

NOTE: **THIS IS FOR WEEK ENDING 2-25-23. WORK IS STILL IN PROGRESS.**

		QTY	UOM	
Fabricated material		0	LBS	$ -
Detailing		0	HRS	$ -
Cartage		0	HRS	$ -
Installation		0	HRS	$ -
FOREMAN		16	HRS	$ 1,973.00
JOURNEYMAN		24	HRS	$ 2,784.00
APPRENTICE		15	HRS	$ 1,635.00
Accessories			LS	$ -
SUBTOTAL				$ 6,392.00
O&P	10%			$ 639.20
				$ -
TOTAL				**$ 7,031**

This change will appear and become due with your next invoice. If this change is the responsibility of the owner we request that you process it immediately.

Respectfully submitted,

***VISTA* Steel Company**

Brenda L. Wargo

Brenda L. Wargo
VP Of Operations

INLAND
BUILDING CONSTRUCTION COMPANIES, INC.
General Building • Tenant Improvements • Construction Specialties

WORK ORDER

No. 007

TO: BALFOUR BEATTY CONSTRUCTION

PROJECT NAME: ROSE AVE ES

RE: Canopy Columns

JOB NO: 21-040

DATE: 2/7/23 DAY: Tuesday

NO. OF EMPLOYEES	MAN-HOURS
2	6
1	3
TOTAL HOURS (4 Hour Minimum)	15

DESCRIPTION & LOCATION OF WORK:

Take caisson cages apart and tie them around cages.
Cages had to be reworked due to dimension bust on plans.
Vista Steel had 3 men.

MATERIAL:

EQUIPMENT:

NOTES:

VERIFIED BY: D-R DATE: 2-15-23

323 S. SIERRA WAY SAN BERNARDINO, CA 92408-1422
(909) 884-6276 Fax (909) 889-6936
LIC # 405281

VISTA Steel Company

331 West Lewis
Ventura, California 93001
(805) 653-1189

☑ CONTRACT CHANGE #
☐ MISCELLANEOUS RECORDS
JOB NUMBER VT1878

☑ **CONTRACT CHANGE:**

WE HEREBY AUTHORIZE VISTA STEEL COMPANY TO PERFORM THE FOLLOWING WORK ON THE JOBSITE AS DESCRIBED BELOW AND AGREE TO ACCEPT REASONABLE CHARGES FOR THE WORK PERFORMED:

DESCRIPTION OF WORK:

IMMEDIATE LABOR AND/OR MATERIALS FURNISHED:

	REGULAR	FULL/PREMIUM
SUPERVISOR	____ HRS.	____ HRS.
FOREMAN	2 HRS.	____ HRS.
JOURNEYMAN	1 HRS.	____ HRS.
OTHER	____ HRS.	____ HRS.

WORK IN PROGRESS ☐ WORK COMPLETED ☐

Tim Sunkin
Darren Morris / Miguel Suarez

☐ **MISCELLANEOUS RECORDS:**

THE UNDERSIGNED AGREES THAT THE HEREINAFTER DESCRIBED CIRCUMSTANCES AND/OR FACTS ARE CORRECT AND ASSUMES FULL RESPONSIBILITY FOR ANY FUTURE DEVELOPMENT WHICH COULD ORIGINATE ON THEM

To pay for time to reinstall cages around structural at canopy

(CG-20 SHEET ...
FOR ...)

Rose Ave Elementary
PROJECT

Oxnard
LOCATION

2/7/23
DATE

VISTA'S REPRESENTATIVE

for Tim Hoyt DuBois
CONTRACTOR

David M. Reyes
PRINT

2-7-23
BY

Project Manager
SIGN

VERIFICATION OF TIME ONLY
No COST IMPLIED

WHITE — OFFICE CANARY — CONTRACTOR PINK — JOB FILE

INLAND
BUILDING CONSTRUCTION COMPANIES, INC.
General Building • Tenant Improvements • Construction Specialties

WORK ORDER

No. 006

TO: BALFOUR BEATTY CONSTRUCTION

PROJECT NAME: ROSE AVE ES

RE: Canopy Columns

JOB NO: 21-040

DATE: 2/3/23 DAY: Friday

NO. OF EMPLOYEES	MAN-HOURS	DESCRIPTION & LOCATION OF WORK:
3	8	Take caisson cages apart and tie them around cages. Cages had to be reworked due to dimension bust on plans. Vista Steel had 4 men.
1	7	
TOTAL HOURS (4 Hour Minimum)	31	

MATERIAL:

EQUIPMENT:

NOTES:

VERIFIED BY: D R DATE: 2/15/23

323 S. SIERRA WAY SAN BERNARDINO, CA 92408-1422
(909) 884-6276 Fax (909) 889-6936
LIC # 405281

VISTA Steel Company

331 West Lewis
Ventura, California 93001
(805) 653-1189

☐ CONTRACT CHANGE # 10
☐ MISCELLANEOUS RECORDS
JOB NUMBER VT1878

☐ **CONTRACT CHANGE:**

WE HEREBY AUTHORIZE VISTA STEEL COMPANY TO PERFORM THE FOLLOWING WORK ON THE JOBSITE AS DESCRIBED BELOW AND AGREE TO ACCEPT REASONABLE CHARGES FOR THE WORK PERFORMED:

DESCRIPTION OF WORK:

IMMEDIATE LABOR AND/OR MATERIALS FURNISHED:

	REGULAR	FULL/PREMIUM
SUPERVISOR	____ HRS.	____ HRS.
FOREMAN	8 HRS.	____ HRS.
JOURNEYMAN	16 HRS.	____ HRS.
OTHER	7 HRS.	____ HRS.

Chris Gorin - Foreman 8 hrs
Tim Sunkin 8hrs, Darren Morris 8hrs
Brian Balara Apprentice 7hrs

WORK IN PROGRESS ☐ WORK COMPLETED ☐

☐ **MISCELLANEOUS RECORDS:**

THE UNDERSIGNED AGREES THAT THE HEREINAFTER DESCRIBED CIRCUMSTANCES AND/OR FACTS ARE CORRECT AND ASSUMES FULL RESPONSIBILITY FOR ANY FUTURE DEVELOPMENT WHICH COULD ORIGINATE ON THEM

Take apart and rebuild rebar around steel columns for the exterior canopy foundation

Signature only verifies materials and hours worked. Verification does not constitute approval of extra work.

Date: 2-3-23
Verified By: JMurray
Printed Name Jeff Murray

Rose Elementary
PROJECT

CONTRACTOR

Oxnard
LOCATION

PRINT

2/3/23
DATE

Chris Gorin
VISTA'S REPRESENTATIVE

BY

SIGN

WHITE — OFFICE CANARY — CONTRACTOR PINK — JOB FILE

INLAND
BUILDING CONSTRUCTION COMPANIES, INC.
General Building • Tenant Improvements • Construction Specialties

WORK ORDER

No. 005

TO: BALFOUR BEATTY CONSTRUCTION

PROJECT NAME: ROSE AVE ES

RE: Canopy Columns

JOB NO: 21-040

DATE: 2/2/32 DAY: Thursday

NO. OF EMPLOYEES	MAN-HOURS
3	8
1	2
TOTAL HOURS (4 Hour Minimum)	26

DESCRIPTION & LOCATION OF WORK:

Take caisson cages apart and tie them around cages. Cages had to be reworked due to dimension bust on plans. Vista Steel had 3 men and IBCC had 2 hours of Supervision.

MATERIAL:

EQUIPMENT:

NOTES:

VERIFIED BY: D-R DATE: 2/15/23

323 S. SIERRA WAY SAN BERNARDINO, CA 92408-1422
(909) 884-6276 Fax (909) 889-6936
LIC # 405281

VISTA Steel Company

331 West Lewis
Ventura, California 93001
(805) 653-1189

☐ CONTRACT CHANGE # 10
☐ MISCELLANEOUS RECORDS
JOB NUMBER VT1878

☐ **CONTRACT CHANGE:**

WE HEREBY AUTHORIZE VISTA STEEL COMPANY TO PERFORM THE FOLLOWING WORK ON THE JOBSITE AS DESCRIBED BELOW AND AGREE TO ACCEPT REASONABLE CHARGES FOR THE WORK PERFORMED:

DESCRIPTION OF WORK:

IMMEDIATE LABOR AND/OR MATERIALS FURNISHED:

	REGULAR	FULL/PREMIUM	
SUPERVISOR	____ HRS.	____ HRS.	
FOREMAN	8 HRS.	____ HRS.	Chris Gorin Foreman
JOURNEYMAN	8 HRS.	____ HRS.	Tim Sunkin Journeyman
OTHER	8 HRS.	____ HRS.	Brian Dalara Apprentice

WORK IN PROGRESS ☒ WORK COMPLETED ☐

☐ **MISCELLANEOUS RECORDS:**

THE UNDERSIGNED AGREES THAT THE HEREINAFTER DESCRIBED CIRCUMSTANCES AND/OR FACTS ARE CORRECT AND ASSUMES FULL RESPONSIBILITY FOR ANY FUTURE DEVELOPMENT WHICH COULD ORIGINATE ON THEM

Take apart and rebuild rebar around steel columns for the exterior canopy foundation

Signature only verifies materials and hours worked. Verification does not constitute approval of extra work.

Date: 2-2-23
Verified By: JMurray
Printed Name: Jeff Murray

Rose elementary
PROJECT

CONTRACTOR

Oxnard
LOCATION

PRINT

2/2/23
DATE

Chris Gorin
VISTA'S REPRESENTATIVE

BY
SIGN

Carbajal, Filbert

From: Alamillo, Rafael
Sent: Monday, January 30, 2023 16:37
To: Garcia, Alex
Cc: Rick Ostrander; Kuykendall, Dennis; Carbajal, Filbert; Hurtado Vazquez, Ivan
Subject: Exterior Canopy Stee Post/Rebar Cages

Follow Up Flag: Follow up
Flag Status: Flagged

Alex,

I spoke to Rick w/CFW, please move forward with the T&M on the 18 cages to disassemble and re-install around the Tube Steel/Nelson studs prior to setting them in the hole.

Filbert.

Please add a CE and for this Item.

Thanks

February 1,2023 MM#60 - Direction it was discussed with Rick and Direction was given to move forward on T&M.

Rafael Alamillo
Senior Project Manager | Balfour Beatty
O: 805.9831558 | C: 805.2087462
E: ralamillo@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty

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RFI #--271

Balfour Beatty

Balfour Beatty Construction, LLC
13520 Evening Creek Drive North, Suite 270
San Diego, California 92128
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
220 South Driskill Street
Oxnard, California 93030

Exterior Canopy - HSS Column and Rebar Clash

TO:	Ruben Ruiz **(IBI Group)**	**FROM:**	Filbert Carbajal **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	01/25/2023	**STATUS:**	Closed on 02/08/23
LOCATION:	EXTERIOR	**DUE DATE:**	02/02/2023
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:		**SCHEDULE IMPACT:**	Yes (Unknown)
COST IMPACT:	Yes (Unknown)	**SPEC SECTION:**	
DRAWING NUMBER:	S1101	**REFERENCE:**	
LINKED DRAWINGS:	S1101		
RECEIVED FROM:			
COPIES TO:			

Question from Filbert Carbajal (Balfour Beatty) at 12:00 PM on 01/25/2023

Detail 15/S1101 specifies 12" ties around the 6x6 HSS column. The 6x6 HSS column including the 3" nelson studs on either side is 12". This doesn't provide the 1-1/2" clearance needed from the edge of the stud to the tie. The ties also interfere with the installation of the column. Please advise how to proceed.

Attachments:
RFI Canopy Footing.pdf

Official Response: **Filbert Carbajal (Balfour Beatty)** *responded on Wednesday, February 8th, 2023 at 4:36PM PST*

Condition satisfied in the field.
Ruben R.
IBI Group
02/08/2023

Attachments:
RFI 271 Canopy Walkway - HSS Column and Rebar Clash_Rsp.pdf

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

BY **DATE** **COPIES TO**

Contingency Draw Request (CDR)

Owner	[X]	Oxnard School District
Architect	[X]	IBI Group
Contractor	[X]	Balfour Beatty
PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 089

Date: 7-28-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event #186 / CDR 089 - CCD 12 Revisions to Exhaust Fan and Roof Hatch Curbs Provide labor, equipment and materials to core new holes the roof, install new stub ups through the roof, and install new stations on the roof per CCD 12.	$ 18,574.00

☐ The cost of this work will be drawn from Contractor Contingency:

☐ The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 7/28/23	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	7-28-2023
Permit Number:	DSA# 03-119284	Change Event No.:	186
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Michael Brewer - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event #186 / CDR 089 - CCD 12 Revisions to Exhaust Fan and Roof Hatch Curbs

Provide labor, equipment and materials to core new holes the roof, install new stub ups through the roof, and install new stations on the roof per CCD 12.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)					
		$	-		
				Subtotal A:	**$ -**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)					
Taft		$	18,574.00		
				Subtotal B:	**$ 18,574.00**
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			n/a		
Overhead & Profit 10% of Subtotal C		$	-		
				Subtotal D:	**$ -**
E. Bond at 1%	**$ -**	0%		**Subtotal E:**	**$ -**
Grand Total = (A + B + C + D + E)					**$ 18,574.00**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2023-07-28

Print Name & Title (General Contractor) — Signature — Date

Taft Electric Company
1694 Eastman Ave, Ventura, CA 93003
Lic. #772245 | PWC #1000000149
(805) 642-0121

CHANGE ORDER REQUEST

COR #015 Building B Stantion re-work CE-0080

To:	Raphael Alamillo Project Manager Balfour Betty 300 E. Esplanade Drive #1120 Oxnard, CA 93036	**From:** **Phone:** **Email:**	Tim Harris Project Manager (805) 320-1623 tharris@taftelectric.com
Phone: **Email:** **CC:**	(805) 206-8614 RAlamillo@balfourbettyus.com	**Date Issued:**	1-24-23

Requested Amount:	$	$18,574.00

The change in scope for the amount requested above is as follows:

COR #015
SCOPE: On building B roof, Subcontract ICC to core new holes the roof, install new stub ups through the roof, Install new stations on the roof due the existing ones were installed prior to the roof being finished and had to be cut off. These new stations were also for Smith HVAC.

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:

Tim Harris Date
Project Manager
Taft Electric Company

Approved By:

Raphael Allamillo Date
Project Manager
Balfour Betty Corporation

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Rose Ave Elementary JOB# 22-2338 TEC COR#: 15

CUST RFP#: CE#80

COR DESCRIPTION: DATE: 1/25/2023

Building B Roof Stantion Re-work

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
Conest	$5,476.00	50.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
	$0.00	0.00
TOTAL	$5,476.00	50.00

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	$164.28
9.25%	SALES TAX	$521.73
3.00%	MATERIAL HANDLING	$184.86
0.00%		$0.00
	SUBTOTAL MATERIAL	$6,346.87
15.00%	OVERHEAD & PROFIT	$952.03
	TOTAL TAKEOFF MATERIAL	$7,298.90

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL QUOTES	$0.00
9.25%	SALES TAX	$0.00
0.00%	MATERIAL HANDLING	$0.00
0.00%		$0.00
0.00%		$0.00
	SUBTOTAL QUOTES	$0.00
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL QUOTES	$0.00

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
ICC	44) Cores through the roof	$3,665.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL SUBCONTRACTS	$3,665.00
5.00%	OVERHEAD & PROFIT	$183.25
	TOTAL SUBCONTRACTS	$3,848.25

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
Reg Shift Foreman	3.00	$92.65	$277.95
Full OT Foreman	0.00	$138.97	$0.00
OT Prem Foreman	0.00	$0.00	$0.00
DT Prem Foreman	0.00	$167.60	$0.00
OT Shift Foreman	0.00	$128.81	$0.00
Reg Shift JW	31.00	$84.29	$2,612.99
Full OT JW	0.00	$126.43	$0.00
OT Prem Crew	0.00	$0.00	$0.00
DT Prem Crew	0.00	$155.18	$0.00
OT Shift Crew	0.00	$119.49	$0.00
CAD Drafter	0.00	$0.00	$0.00
Apprentice 70%	39.00	$68.95	$2,689.05
Full Apprentice OT	0.00	$103.42	$0.00
0.00%			$0.00
0.00%			$0.00
		SUBTOTAL LABOR	$5,579.99
15.00%		OVERHEAD & PROFIT	$837.00
		TOTAL LABOR	$6,416.99

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
1.00%	AS BUILTS / O&M'S	$175.64
0.00%	PERMIT FEES	$0.00
0.00%	ESTIMATING	$0.00
0.00%	CAD / DRAFTING	$0.00
0.00%	REPRODUCTION COSTS	$0.00
2.00%	TOOLING RENTAL	$351.00
0.00%	Roto Hammer	$0.00
2.00%	Fuel Surcharge	$351.28
0.00%	Dirt Tamper/ wacker	$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%	WARRANTY	$0.00
0.00%		$0.00
	SUBTOTAL DJE	$877.92
15.00%	OVERHEAD & PROFIT	$131.69
	TOTAL DJE	$1,009.61

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL	$7,298.90
	QUOTED MATERIAL	$0.00
	SUBCONTRACTORS	$3,848.25
	LABOR EXPENSES	$6,416.99
	DIRECT JOB EXPENSES	$1,009.61
	SUBTOTAL CHANGE REQUEST	$18,573.75
0.00%	Bond	$0.00
	CHANGE PROPOSAL TOTAL	$18,574

Tim Harris

From: Jeff Troup
Sent: Monday, November 7, 2022 9:10 AM
To: Tim Harris; Eric Harwood; Ronald Franco; Prefab
Subject: RE: Rose Ave E.S. 20-2338
Attachments: NEW TEC MATERIAL REQ221107 20-2338 KS-053 & KS-054 Stanchions take-off.xlsm

Categories: [Rose Ave K5 School]

Tim,
Please see attached material req with the total amount of material used and the total hours spent for the (26) Stanchions below.

Week of 10/31/22 – 11/6/22
FM Jeff Troup = 3HR
2nd YR APP Daniel Lopez = 22HR

Thank you,

Jeff Troup | Fabrication
TAFT ELECTRIC COMPANY
805-654-7958 - Direct
805-320-3104 - Cell
Serving all of California

From: Jeff Troup <jtroup@taftelectric.com>
Sent: Wednesday, October 26, 2022 10:22 AM
To: Tim Harris <tharris@taftelectric.com>; Eric Harwood <eharwood@taftelectric.com>; Ronald Franco <RFranco@taftelectric.com>; Prefab <prefab@taftelectric.com>
Subject: RE: Rose Ave E.S. 20-2338

Tim,
Yes, I can do that, I will get that info to you towards the end of next week.

Thank you,

TAFT ELECTRIC COMPANY MATERIAL REQUISITION WORKSHEET

STANDARD	
HOT	X

JOB NAME : **Rose Ave ES**

JOB# **20-2338**

ORDER DATE : **10/26/22**

DATE NEEDED : **10/27/2022**

PO # **20-2338**

DELIVER TO / LOCATION: **TEC PREFAB SHOP-6040 Valentine RD**

ORDERED BY: **James Pettit**

NOTES : **MARK AS: KS-053 & KS-054 Stanchions TAKE OFF**

VENDOR: **MAIN ELECTRIC**

ITEM NO.	COST CODE	ORDER QTY.	ARTICLE / DESCRIPTION	DELVD QTY.	DATE REC'D	BACK ORDERS				NOTES / COMMENTS
						QTY.	EXPECT DATE	REC'D QTY.	REC'D DATE.	
1		26	2" GRC Couplings							
2		130'	2" GRC Conduit							
3		26	2" GRC Conduit caps							
4		26	7x7x3/8" Steel plates							
5		2	primer spray paint cans							
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										

112480

INDEPENDENT CONCRETE CUTTING, INC

INVOICE

3411 CAMINO DEL SOL
OXNARD, CA 93030-8985
LIC. #543268
(818) 785-8498 (805) 988-0016
(661) 274-0206

Job Site Information

Job #: DIR# 391779
ROSE AVENUE ELEM
220 S. DRISKILL ST
X ROSE AVE
OXNARD,

NOV 29 2022

Customer Information

TAFT ELECTRIC COMPANY
P.O. BOX 3416
VENTURA, CA 93006

Tim Harris
Labor compliance

INVOICE REQUIRES
PROJECT MANAGER APPROVAL

Information

INVOICE: 102584 DATE: 10/31/22 12
P.O. No: S20-2338-009
Date of work: 10/31/22

Job Ticket:366756

Release Needed

PAYMENT TO BE PAID C.O.D. OR NET 30 DAYS

QUANTITY	DESCRIPTION	RATE	AMOUNT
1.00	ADD TO ORIGINAL CONTRACT AMOUNT CORE-DRILL PER ICC QUOTE DATED 10-26-22 36- 2"x6" CONCRETE DECK 6- 3"x6" CONCRETE DECK 1- 4"x6" CONCRETE DECK 1- 5"x9" CONCRETE DECK	3,665.00	3,665.00
		SUB-TOTAL:	3,665.00

3,665.00
-183.25 5% Retn
3,481.75

GRAND TOTAL: 3,665.00

Job ID: 20-2338 ROSE AVE
Project: Rose Ave COR's

Takeoff

Vendor: COST **Labor Level:** LABOR 1 **26 Jan 2023 16:58:48**

Region: COR-015 BUILDING B STANTION RE-WORK

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
7	32.00		M		ORBIT RCP 100	17.0500	545.60
8	64.00		M		18" X 1" GRC NIPPLE	10.2900	658.56
9	200.00		M		DOTTIE 1/4" X 4- 1/2" WEDGE ANCHORS	0.7890	157.80
10	200.00		M		HILTI TZ2 1/2" X 4-1/2" EXP ANCHORS	4.2500	850.00
30005	26.00	EA	M	2	GRC COUPLING	20.3861	530.04
10005	130.00	FT	M	2	GRC	12.8822	1,674.69
11	26.00		M	2	GRC CAPS	15.8900	413.14
12	26.00		M		7"X 7" X 3/8" PLATES	24.8900	647.14
					Phase Totals:		**5,476.96**
					Job Totals:		**5,476.96**

Taft Electric Company
1694 Eastman Avenue
Ventura, CA 93003
Phone: 805-642-0121
Web: www.taftelectric.com

TIME & MATERIALS INVOICE

Rose Ave. Elementary School

220 South Orbill Street, CA 93030

Balfour Beatty Construction

Bill To

Customer Name	Oxnard Scchool District	Totals
Project Name	Rose Ave Elementarty School -15650001	Mater
Cost Event Number	CE 0080-INT	Labor
		Invoic

Equipment

Equipment Description	Quantity	Cost Per Item	Total	Notes
ICC coring	43			bldg b low roof
saws all blades	10			
TOTAL			0	

Labor

Labor Description	Quantity	Cost Per Item	Total	Notes
RON FRANCO	8			
MARISSA OROZCO	8			
Use of forklift to stage 1 pallet of material for the low roof install.				
Use of forklift to move coring equipment. Danger taped perimeter not				
to allow access to areas where coring.				
Ron down below for core drop watch. Marissa on low roof cutting grc.				
Cores completed. Assembling 1" nipples to RCP. Staging each conduit in				
core. All stanchions and conduit stubs have been removed. Trash removed				
from low roof. Danger tape removed, and cores picked up.				
TOTAL				

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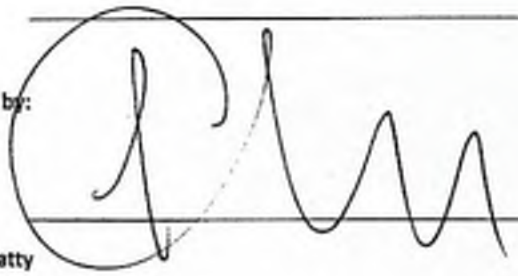
Material

Material Description	Quantity	Cost Per Item	Total	Notes
Staging conduit and RCP	1			(1)- pallet
onto low roof.				
Assembling (1)-RCP with	32			(32)- rcp
(2)-18"x1" rigid nipple	64			(64)-1" rigid nipples
Cutting existing 1"	24			
penetrations and 2" stand	8			
Removing trash from roof				
TOTAL			8	

Quantities verified by: RON FRANCO Date Work Performed: 10/31/2022

DSA IOR

Submitted by:



11/1/22

Balfour Beatty

Scanned with CamScanner

09-02

TIME & MATERIALS INVOICE

Balfour Beatty Construction

Rose Ave. Elementary School

230 South Driskill Street, CA 93030

Bill To

Customer Name	Oxnard Scchool District	
Project Name	Rose Ave Elementarty School -15650001	
Cost Event Number	CE 0080-INT	

Totals

Mater _____

Labor _____

Invoic _____

Equipment

Equipment Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Labor

Labor Description	Quantity	Cost Per Item	Total	Notes
RON FRANCO	2			ROOF WALK
MARK ROJAS	5			LABOR
TOTAL				

Scanned with CamScanner

Material

Material Description	Quantity	Cost Per Item	Total	Notes
MARK ROJAS: MAN POWER TO WATER PROOF BUILDING B'S LOW ROOF.				
RON FRANCO: ROOF WALK TO GO OVER WORK NEEDED. ADDED ROOF STANCHION				
REFER LINES. NEW ORDER FORMS, AND UPDATED DRAWINGS SENT IN FOR				
ADDITIONAL PLATES AND CONDUIT.				
Prep for Room B building				
TOTAL			8.	

Quantities verified by: RON FRANCO Date Work Performed: 11/01/2022

DSA IOR

Submitted by: 11/1/22

Balfour Beatty

Scanned with CamScanner

TIME & MATERIALS INVOICE

Rose Ave. Elementary School

220 South Oxnard Street, CA 93030

Balfour Beatty Construction

Bill To

Customer Name	Oxnard Scchool District	
Project Name	Rose Ave Elementarty School -15650001	
Cost Event Number	CE 0080-INT	

Totals

Mater	
Labor	
Invoic	

Equipment

Equipment Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Labor

Labor Description	Quantity	Cost Per Item	Total	Notes
RON FRANCO	2			
DANIEL PANTOJA	1			
MARISSA OROZCO	6			
MARTIN GUILLEN	6			
DANIEL: REMOVING STANCHIONS FROM PALLET ONTO ROOF.				
MARISSA OROZCO, MARTIN GUILLEN: CAULKING PENETRATION AND ANCHORING 1" CONDUITS.				
TOTAL				

Scanned with CamScanner

Material

Material Description	Quantity	Cost Per Item	Total	Notes
100 DOTTIE 1/4" X 4-1/2" WEDGE ANCHORS	200			
.HILTI TZ2 1/2" X 4-1/2" EXPANSION ANCHORS	200			
1/4" MASONARY BITS	2			
1/2" MASONARY BITS	2			
TOTAL			8	

Quantities verified by: RON FRANCO Date Work Performed: 11/03/2022

DSA IOR

Submitted by:

Balfour Beatty

Scanned with CamScanner

09-02

TIME & MATERIALS INVOICE

Rose Ave. Elementary School

220 South Dahlill Street, CA 93030

Balfour Beatty Construction

Bill To

Customer Name	Oxnard Scchool District	
Project Name	Rose Ave Elementarty School -15650001	
Cost Event Number	CE 0080-INT	

Totals

Mater	
Labor	
Invoic	

Equipment

Equipment Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Labor

Labor Description	Quantity	Cost Per Item	Total	Notes
RON FRANCO	2			
MARISSA OROZCO	8			
MARTIN GUILLEN	8			
MARISSA OROZCO, MARTIN GUILLEN: CAULKING PENETRATION AND ANCHORING 1" CONDUITS.				
TOTAL				

Scanned with CamScanner

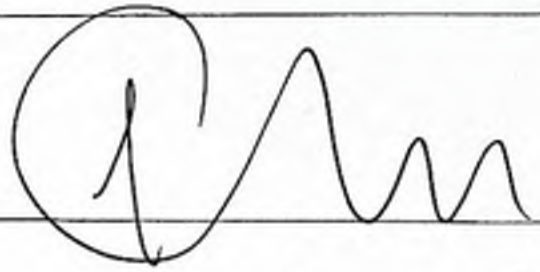
Material

Material Description	Quantity	Cost Per Item	Total	Notes
TOTAL			8₆	

Quantities verified by: RON FRANCO Date Work Performed: 11/04/2022

DSA IOR

Submitted by:



11/4/22

Balfour Beatty

prep for rain. 11/7.

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99-009-5 Bldg b low roof

TIME & MATERIALS INVOICE

Balfour Beatty Construction

Rose Ave. Elementary School

220 South Ortnäll Street, CA 93030

Bill To

Totals

Customer Name	Oxnard Scchool District	Mater	
Project Name	Rose Ave Elementarty School -15650001	Labor	
Cost Event Number	CE 0080-INT	Invoic	

Equipment

Equipment Description	Quantity	Cost Per Item	Total	Notes
TOTAL			0	

Labor

Labor Description	Quantity	Cost Per Item	Total	Notes
RON FRANCO	2			
MARISSA OROZCO	3			
MARTIN GUILLEN	3			
MARISSA OROZCO, MARTIN GUILLEN: MEASURING STANCHIONS AND ANCHORING IN POSTION. CLEAN UP.				
TOTAL				

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Material

Material Description	Quantity	Cost Per Item	Total	Notes
STANCHIONS	6			
TOTAL			8.	

Quantities verified by: RON FRANCO Date Work Performed: 11/07/2022

DSA IOR

Submitted by:

11/8/22

Balfour Beatty

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DSA **140**

APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval.This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the DSA Forms or DSA Publications webpages.

1. SUBMITTAL TYPE: (Is this a resubmittal? Yes ☐ No ☐)

Deferred Submittal ☐	Addendum Number:	Revision Number:	CCD Number: 012	Category A ☑ or B ☐

2. PROJECT INFORMATION:

School District/Owner: Oxnard School District	DSA File Number: 55 22
Project Name/School: Rose Avenue K-5 School	DSA Application Number 03 119284

3. APPLICANT INFORMATION:

Date Submitted: 10/12/22	Attached Pages? No ☐ Yes ☑ Number of pages? 3		
Firm Name: IBI Group, a California Partnership	Contact Name: Ruben Ruiz		
Work Email: ruben.ruiz@ibigroup.com	Work Phone: (805) 546-0433		
Firm Address: 4119 Broad Street, Suite 210	City: San Luis Obispo	State: Ca	Zip Code: 93405

4. REASON FOR SUBMITTAL: (Check applicable boxes)

☐ For revision or addendum prior to construction.

☑ For a project currently under construction.

☐ For a project that has a form *DSA 301-N: Notification of Requirement for Certification*, *DSA 301-P: Posted Notification of Requirement for Certification* or a 90-Day Letter issued.

☐ To obtain DSA approval of an existing uncertified building or buildings.

☐ For Category B CCD this is: ☐ a voluntary submittal, ☐ a DSA required submittal (attach DSA notice requiring submission).

5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:

Name of the Design Professional In General Responsible Charge: Richard Mello

Professional License Number: C18079	Discipline: Architecture

Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: _____

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:

For addenda, revisions, or CCDs: CHECK THIS BOX ☑ to confirm that *all* post-approval documents have been stamped and signed by the Responsible Design Professional listed on form *DSA 1: Application for Approval of Plans and Specifications* for this project. (For *Deferred Submittals*, refer to *IR A-18: Use of Construction Documents Prepared by Other Professionals,* and *IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents*, when applicable, for signature and seal requirements.)

Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed):

Revisions to Exhaust Fan and Roof Hatch Curbs. See locations per attached CCD12-S2811B

List of DSA-approved drawings affected by this post-approval document:

Sheet S2811B; Details 21 and 23/S8111

DSA USE ONLY

SSS LZ Date 11/7/2022 ☒Approved ☐Disapproved ☐Not Required

Comments: _____

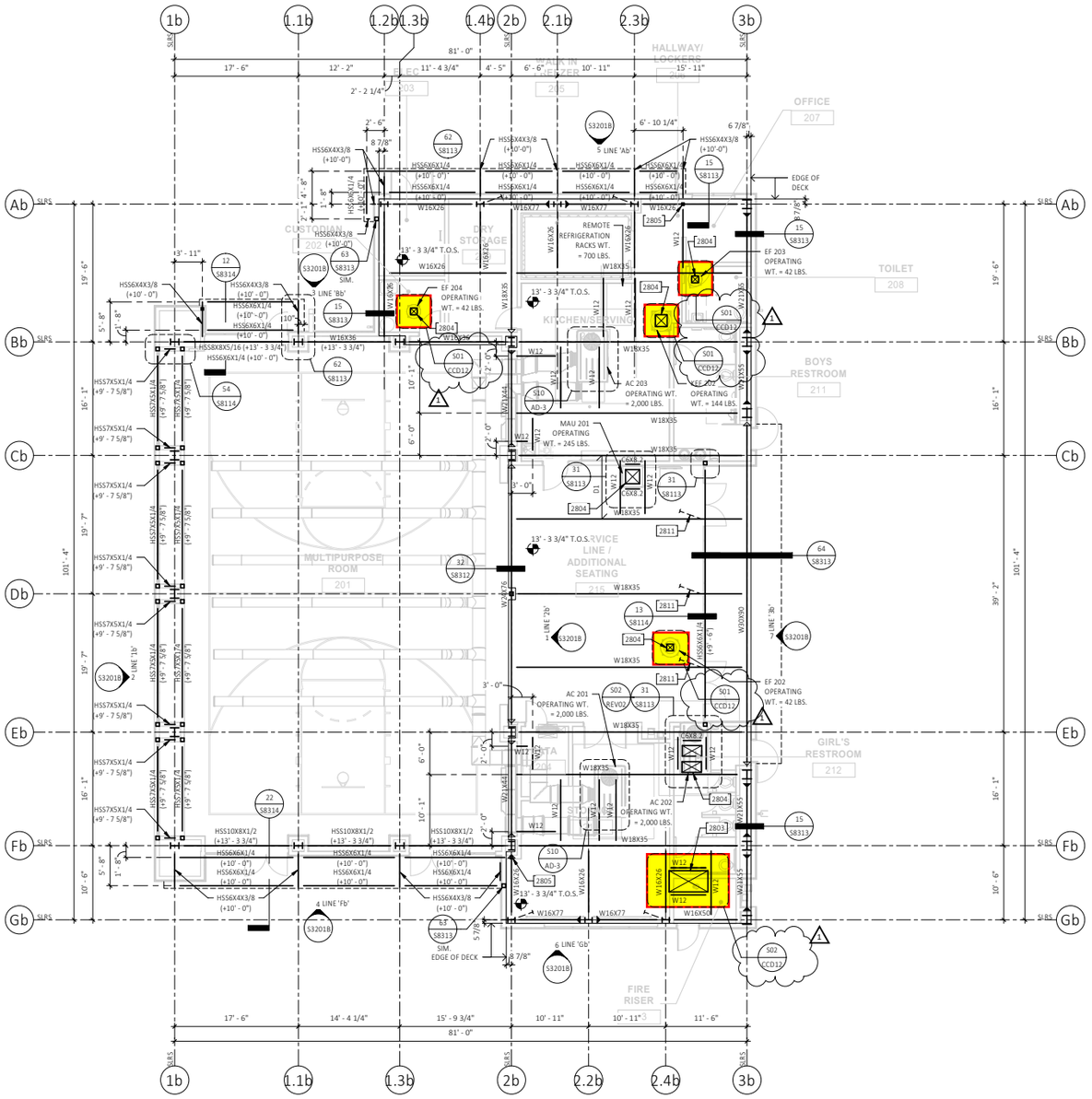
FLS _____ Date _____ ☐Approved ☐Disapproved ☒Not Required

Comments: _____

ACS _____ Date _____ ☐Approved ☐Disapproved ☒Not Required

Comments: _____

Returned	DSA STAMP
Date:	APPROVED DIV. OF THE STATE ARCHITECT APP: 03-119284 INC: REVIEWED FOR SS ☑ FLS ☐ ACS ☐ DATE: 11/07/2022
By:	



BUILDING B - LOW ROOF FRAMING PLAN

0 4' 8' 16'

S2811-GENERAL NOTES

1. SEE SHEETS S0001, S0002, AND S0003 FOR GENERAL NOTES
2. FINISH ROOF ELEVATION = NOTED ON PLANS RELATIVE TO THE DATUM ELEVATION
3. TOP OF STEEL ELEVATION IS NOTED ON PLANS RELATIVE TO THE DATUM ELEVATION
4. TOP OF CONCRETE ELEVATION IS (+0'-6 1/4") RELATIVE TO TOP OF STEEL ELEVATION
   BOTTOM OF METAL DECK ELEVATION IS SAME AS TOP OF STEEL ELEVATION, U.N.O.
5. W12 DENOTES W12X19 FRAMING MEMBER WITH NO HEADED STUDS
6. [#] DENOTES QUANTITY OF HEADED STUDS ON A MEMBER. WHERE NO STUDS ARE SPECIFIED, PROVIDE STUDS @ 12" o.c (APPLIES TO WIDE FLANGE MEMBERS ONLY)
7. SEE SHEET S3201A FOR BUILDING A FRAME ELEVATIONS
   SEE SHEET S3201B FOR BUILDING B FRAME ELEVATIONS
   SEE SHEET S3201C FOR BUILDING C FRAME ELEVATIONS
8. SEE SHEET S8211 FOR TYPICAL FRAME DETAILS
9. SEE DETAILS ON SHEET S8111 FOR TYPICAL METAL DECK DETAILS
10. SEE DETAILS ON SHEET S8112 FOR TYPICAL STEEL DETAILS
11. SEE SHEET S9101A FOR BUILDING A COLUMN SCHEDULE
    SEE SHEET S9101B FOR BUILDING B COLUMN SCHEDULE
    SEE SHEET S9101C FOR BUILDING C COLUMN SCHEDULE
12. SEE 32/S8211 & 33/S8211 FOR BEAM CONNECTIONS AT GRIDLINES NOTED AS SLRS. CONNECTIONS ARE 1 ROW U.N.O. ON PLAN
13. SEE AESS SCHEDULE ON SCHEDULE SHEET FOR ARCHITECTURALLY EXPOSED STRUCTURAL STEEL REQUIREMENTS
14. SEE COLD FORMED STEEL FRAMING LEGEND AND WALL SCHEDULES ON SCHEDULE SHEET

S2811-KEYNOTES

2803	ROOF HATCH, SEE ROOF PLAN
2804	OPENING FOR MECHANICAL SYSTEM, SEE MECHANICAL PLANS
2805	HSS4x4x1/4" HANGER BELOW
2811	KICKER PER DETAIL 13/S8114

S2811-SCHEDULES

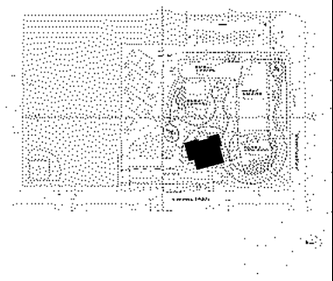
DECK SCHEDULE - BLDG. B

MARK	DIMENSIONS	TYP. REINF.	DETAIL REF.
D1	3.25" LW CONCRETE o/ VERCO W3 x 18 GA. DECK (6.25" TOTAL)	#3 @ 12" o.c.	11/S8111
D2	VERCO 3" x 18 GA. PLN DECK	N/A	65/S8113
D2A	VERCO 3" x 18 GA. PLN-CD 18/18 ACOUSTICAL CELLULAR ROOF DECK	N/A	65/S8113

LEGEND

- 2101 TYP. — KEYNOTE
- SPOT ELEVATION (TOP OF CONCRETE OR METAL DECK)
- D1 — DECK SPAN
- 11 / S8011 — DETAIL NUMBER / SHEET NUMBER
- Ref 1 View Name / S3201A — SHEET NUMBER

KEY PLAN



APPROVED
DIV. OF THE STATE ARCHITECT
APP: 03-119284 INC:
REVIEWED FOR
SS ☑ FLS ☐ ACS ☐
DATE: 11/07/2022

CLIENT
OXNARD SCHOOL DISTRICT
220 S. Driskill St, Oxnard, CA 93030

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ISSUES

NO	ISSUANCE	DATE
1	CCD 012	11/03/22

CONSULTANTS

SMITH SEISMIC STRUCTURAL DESIGN, LLP
[illegible]

REGISTERED PROFESSIONAL ENGINEER
MICHAEL E. PARKER
No. 5405
STRUCTURAL
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
RICHARD MELLO
10/23
STATE OF CALIFORNIA

PRIME CONSULTANT
IBI
315 W 9th Street, Suite 600
Los Angeles, CA 90015
tel (213) 769-0011 fax
ℝ(213)-769-0016

PROJECT
RECONSTRUCTION OF ROSE AVENUE K-5 SCHOOL
220 S. DRISKILL ST,
OXNARD, CA 93030

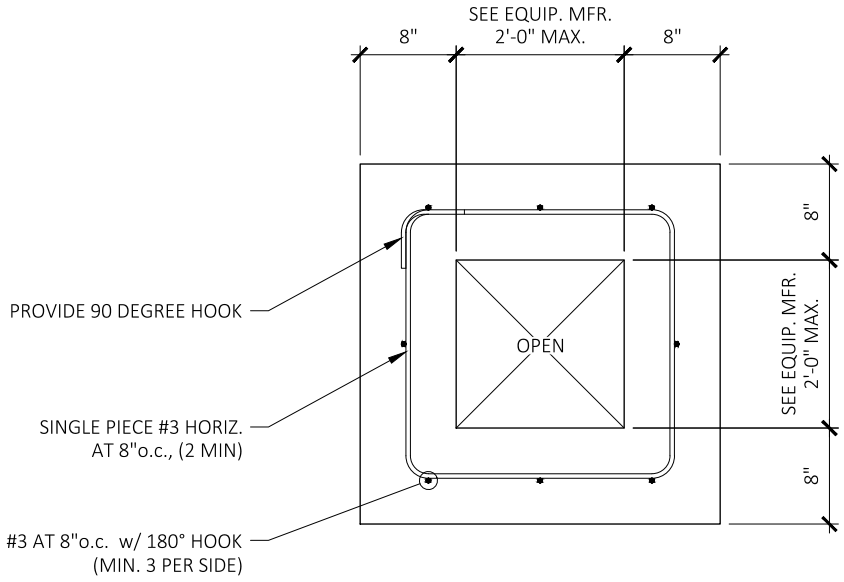
PROJECT NO: 109990	
DRAWN BY: Author	CHECKED BY: Checker
PROJECT MGR: Designer	APPROVED BY: Approver
SCALE: As indicated	DATE: 05/24/22

SHEET TITLE
BUILDING B - LOW ROOF FRAMING PLAN

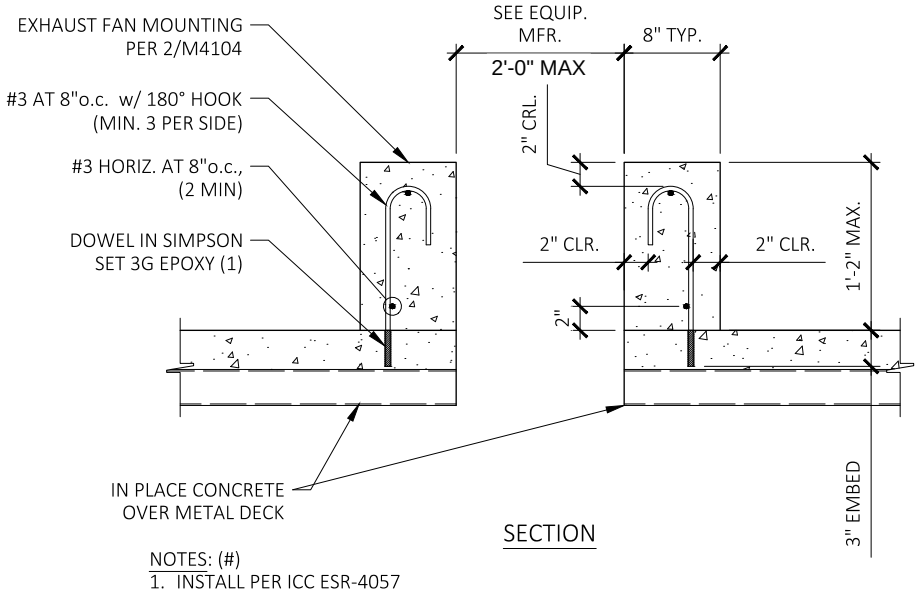
SHEET NUMBER CCD12 S2811B
ISSUE 391

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APPROVED
DIV. OF THE STATE ARCHITECT
APP: 03-119284 INC:
REVIEWED FOR
SS ☑ FLS ☐ ACS ☐
DATE: 11/07/2022



PLAN



SECTION

NOTES: (#)
1. INSTALL PER ICC ESR-4057

REGISTERED PROFESSIONAL ENGINEER
MICHAEL E. PARDUE
No. 5405
STRUCTURAL
STATE OF CALIFORNIA

DATE SIGNED:
10.27.22

IBI
ARCHITECTURE PLANNING
Los Angeles
1001 Wilshire Blvd., Suite 100-3
Los Angeles, California 90017
213.769.0011 fax: 213.769.001

LICENSED ARCHITECT
RICHARD MELLO
NO. C-18079
REN 10/23
STATE OF CALIFORNIA

BUILDING B - EXHAUST FAN CURB

ROSE AVENUE K-5 SCHOOL

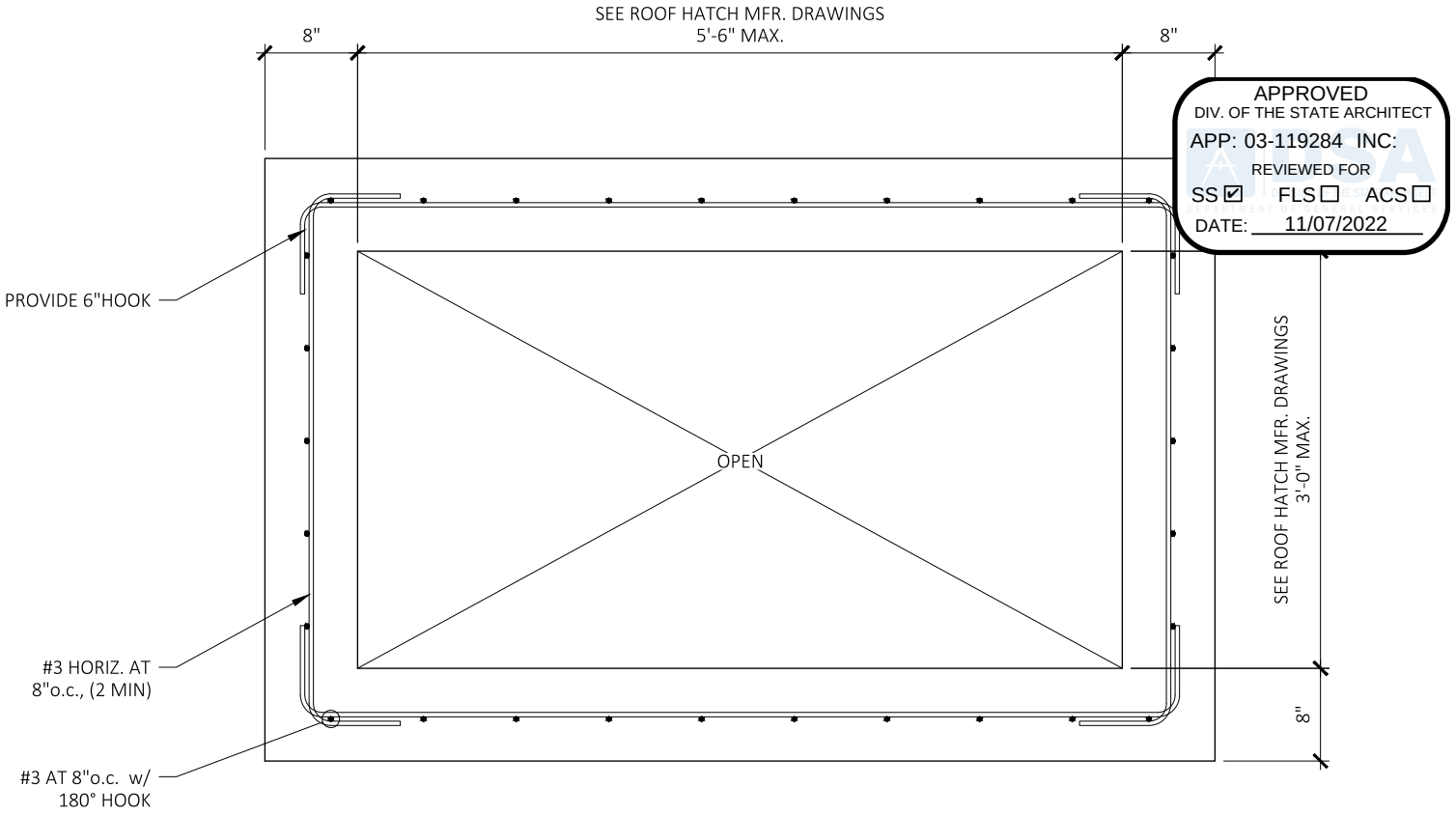
DATE 10/27/22

OXNARD SCHOOL DISTRICT

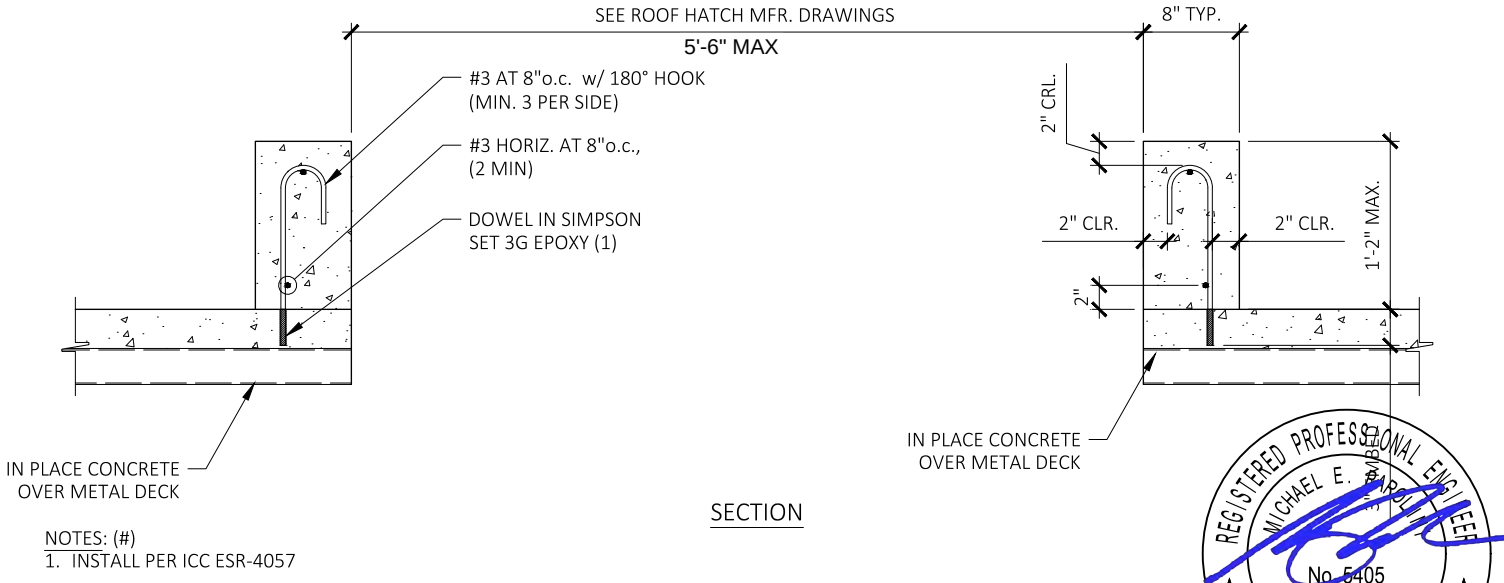
OXNARD
CA

PROJECT NO.	DSA FILE NO.	56-22	REFERENCE SHEET NO.
109990	DSA APP. NO.	03-119284	21/S8111

CCD12 S01



PLAN



SECTION

NOTES: (#)
1. INSTALL PER ICC ESR-4057

REGISTERED PROFESSIONAL ENGINEER
MICHAEL E. [illegible]
No. 5405
STRUCTURAL
STATE OF CALIFORNIA

DATE SIGNED:
10.27.22

IBI
ARCHITECTURE PLANNING
Los Angeles
1001 Wilshire Blvd., Suite 100-3
Los Angeles, California 90017
213.769.0011 fax: 213.769.00

LICENSED ARCHITECT
RICHARD MELLO
NO. C-18079
REN 10/23
STATE OF CALIFORNIA

BUILDING B - ROOF HATCH CURB

ROSE AVENUE K-5 SCHOOL

DATE 10/27/22

OXNARD SCHOOL DISTRICT

OXNARD
CA

PROJECT NO.	DSA FILE NO.	56-22	REFERENCE SHEET NO.
109990	DSA APP. NO.	03-119284	23/S8111

CCD12
S02

	Owner	[X]	Oxnard School District
Contingency	Architect	[X]	IBI Group
Draw	Contractor	[X]	Balfour Beatty
Request (CDR)	PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 095

Date: 8-2-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event #54 / CDR 095 - RFI 132.1 Mechanical Yards - Unit Clearances and Refrigerant Piping Provide labor, equipment and materials to increase the mechanical yards to accommodate condensing unit clearances and refrigerant piping per RFI 132.1.	$ 5,214.72

☐ The cost of this work will be drawn from Contractor Contingency:

☐ The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 8/2/23	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	8-2-2023
Permit Number:	DSA# 03-119284	Change Event No.:	054
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Michael Brewer - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event #54 / CDR 095 - RFI 132.1 Mechanical Yards - Unit Clearances and Refrigerant Piping

Provide labor, equipment and materials to increase the mechanical yards to accommodate condensing unit clearances and refrigerant piping per RFI 132.1.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Smith MEP	$	5,214.72		
		Subtotal B:	**$**	**5,214.72**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:	**$**	**-**
E. Bond at 1.5% **$** -	0%	**Subtotal E:**	**$**	**-**
Grand Total = (A + B + C + D + E)			**$**	**5,214.72**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2023-08-02

Print Name & Title (General Contractor) — Signature — Date

Extra Work Proposal
Labor and Material Breakdown

Job # : 60040689 Date : 5/23/2022

Job Name : Rose Ave ES Extra Work Proposal # : 23

Description of work:

Bldg C - CU-305 yard - The mechanical yard for condensing units CU-305 needs to be increased to accommodate unit clearance and refrigerant piping. The East wall needs to extend 2' plan east.
Bldg C - CU-306 yard- The mechanical yard for condensing units CU-306 needs to be increased to accommodate unit clearance and refrigerant piping. The North wall needs to extend 2' plan north.
Bldg A - CU-101 yard- The mechanical yard door for condensing unit CU-101 needs to move and have the door swing flipped to avoid conflict with the mechanical units.
Per RFI #023 response had to engineer out the mechanical line set piping. Piping had to increase to accommodate the new design.

Pricing Breakdown:

Sheet Metal-Field		$	3,876.96
Project Support		$	300.00
Jobsite Expenses		$	120.00
Sales Tax	9.25%	$	148.32
Warranty Reserve (Direct Cost + Subs)	2.00%	$	88.91
TOTAL COST		$	4,534.19
+ Overhead	15%	$	680.13
Total Extra Work Proposal Price		**$**	**5,214.72**

Time extension required because of labor added by this change is 2.3 workdays

This proposal includes 18 straight time field hours, - overtime field hours,

- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: X Waiting for authorization: ____

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: **Joel Cerda** Date: 4/5/2023

Project Manager

Approved by: _____ Date: _____

Signature

EWP #: 23

Job #: 60040689

Job Name: Rose Ave ES

Extra Work Proposal Breakdown

Date: 5/23/2022

SHEET METAL - FIELD INSTALL	UNITS		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR $	MATERIAL $	TOTAL $
Revisit of Detailing			17.0				$ 126.11	$ 2,143.87	$ 1,579.80	$ 3,723.67
Field Consumables	2%								$ 23.70	$ 23.70
Superintendent	5%		1.0	0.0	0.0	0.0	$ 129.59	$ 129.59		$ 129.59
Sheet Metal Field Totals:			18.0	0.0	0.0	0.0		$ 2,273.46	$ 1,603.50	**$ 3,876.96**
PROJECT SUPPORT			HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR $		TOTAL $
Project Managers			2.0				$ 150.00	$ 300.00		$ 300.00
Project Support Totals:			2.0	0.0	0.0	0.0		$ 300.00	$ -	**$ 300.00**
Jobsite Expenses			# PAGES						RENTAL $	TOTAL $
Truck Charge										$ 120.00
Jobsite Expense Total:									$ -	**$ 120.00**

RFI #--132.1

Balfour Beatty

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

Mechanical Yards - Unit Clearances and Refrigerant Piping

TO:	Linda Iversen **(IBI Group)** Ruben Ruiz **(IBI Group)**	**FROM:**	Filbert Carbajal **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	05/09/2022	**STATUS:**	Open
LOCATION:		**DUE DATE:**	05/16/2022
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	TBD
COST IMPACT:	TBD	**SPEC SECTION:**	
DRAWING NUMBER:		**REFERENCE:**	
LINKED DRAWINGS:			
RECEIVED FROM:	Brett Hall **(Smith Electric Service (Santa Maria))**		

COPIES TO:
Leon Cavallo **(Balfour Beatty)**, Alex Garcia **(Balfour Beatty)**, Ken Hinge **(Kenco Construction Services)**, Linda Iversen **(IBI Group)**, Janvi Kanani **(IBI Group)**, Dennis Kuykendall **(Balfour Beatty)**, Arega Mehrabian **(IBI Group)**, Rick Ostrander **(CFW, Inc.)**

Question from Filbert Carbajal (Balfour Beatty) at 09:09 AM on 05/09/2022

Bldg C - CU-305 Yard
The mechanical yard for condensing units CU-305 needs to be increased to accommodate unit clearances and refrigerant piping. The East wall needs to extend 2' feet plan East, see attachment 4. Please advise.

Bldg C - CU-306 Yard
The mechanical yard for condensing units CU-306 needs to be increased to accommodate unit clearances and refrigerant piping. The North wall needs to extend 2' feet plan North, see attached. Please advise.

Bldg A - CU-101 Yard
The mechanical yard door for condensing unit CU-101 needs to move and have the door swing flipped to avoid conflict with the mechanical units, see attachment. Please advise.

Attachments:
RFI#027 - Building A CU-101 yard.pdf RFI#026 - Building C CU-306 yard.pdf RFI#023.2 - Building C CU-305 yard.pdf

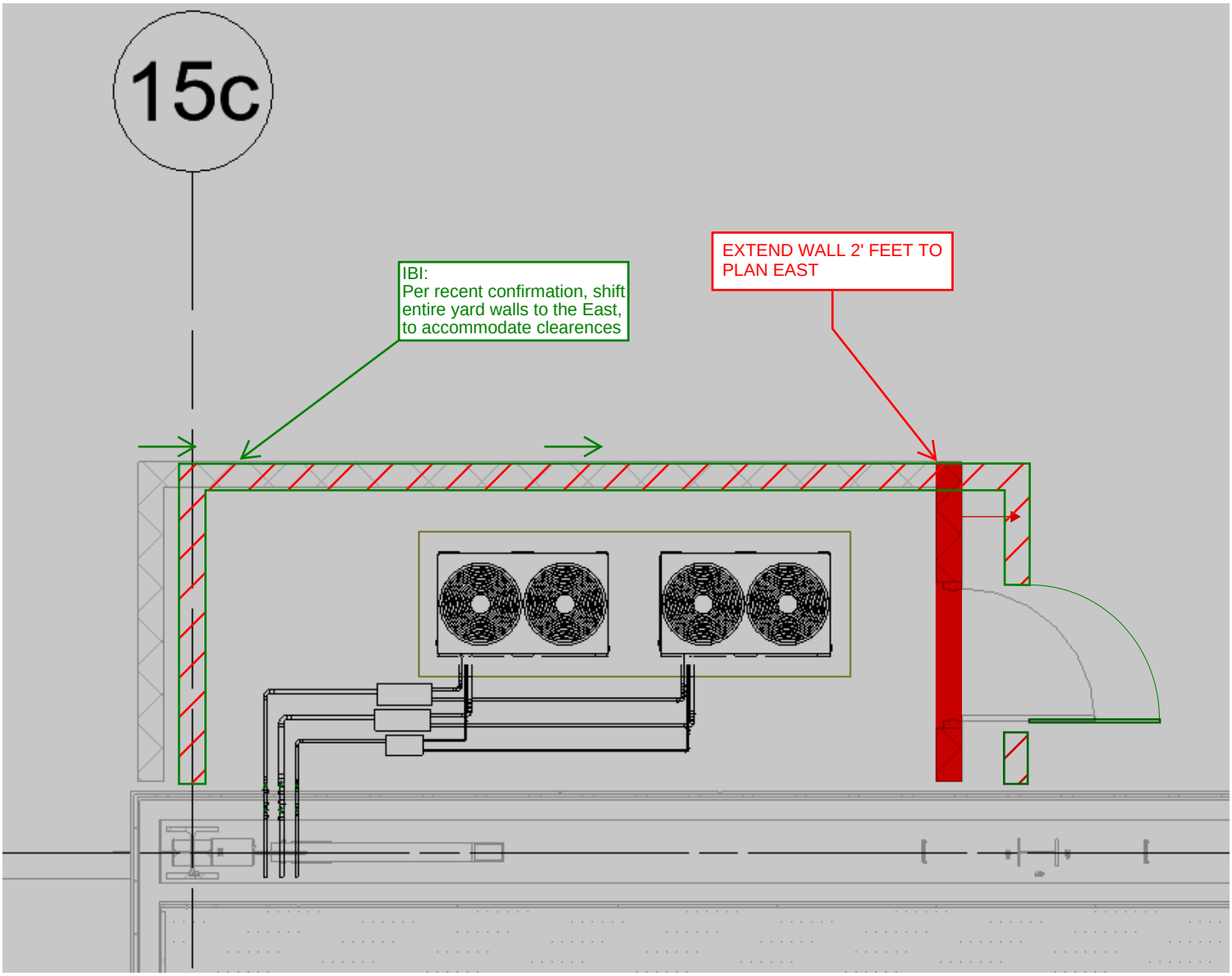
Awaiting an Official Response

All Replies:

See Remarks on Sketches.

Ruben R.
IBI Group
05/23/2022

BY **DATE** **COPIES TO**

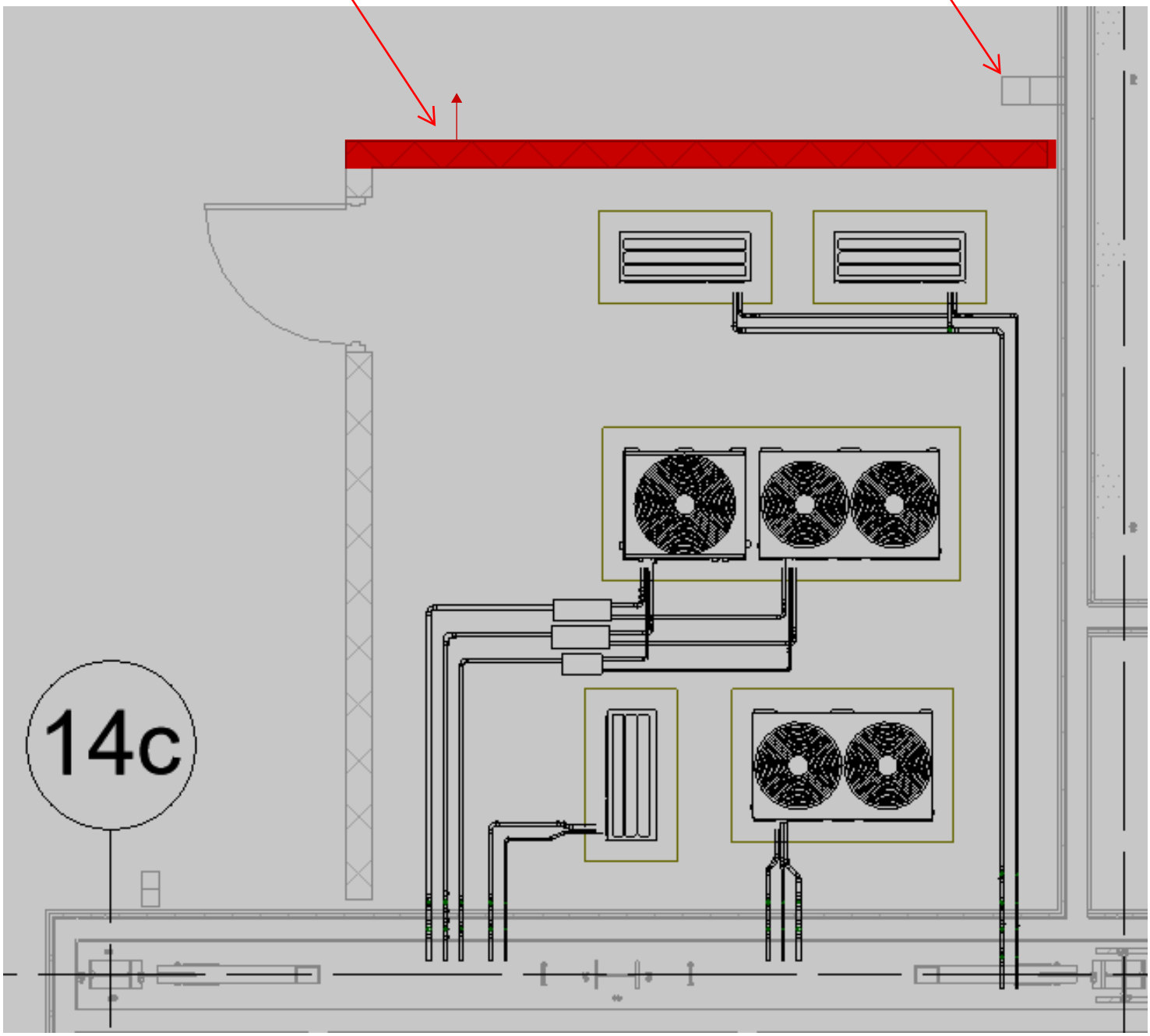

15c
IBI:
Per recent confirmation, shift entire yard walls to the East, to accommodate clearences
EXTEND WALL 2' FEET TO PLAN EAST

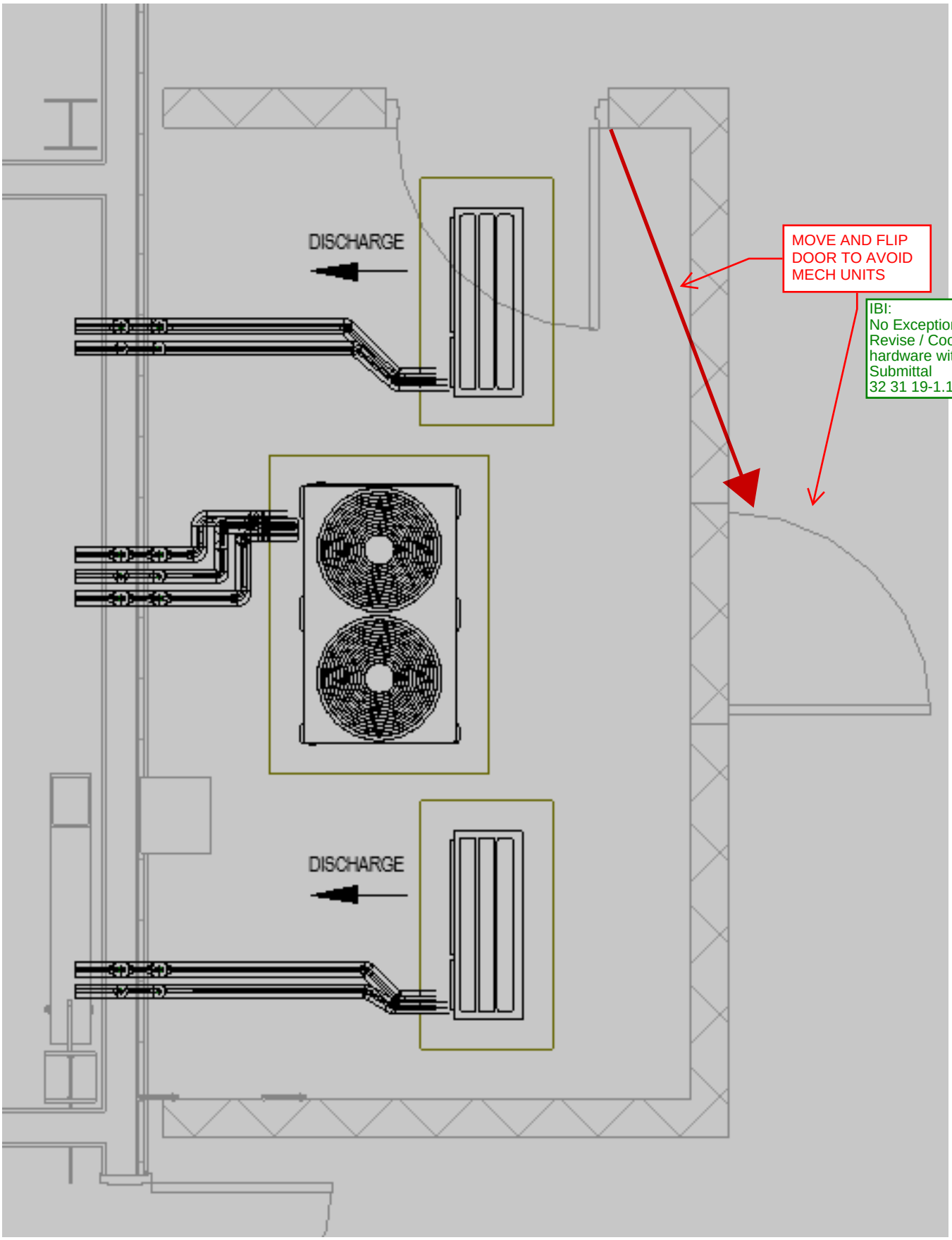
EXTEND WALL 2' FEET
PLAN NORTH

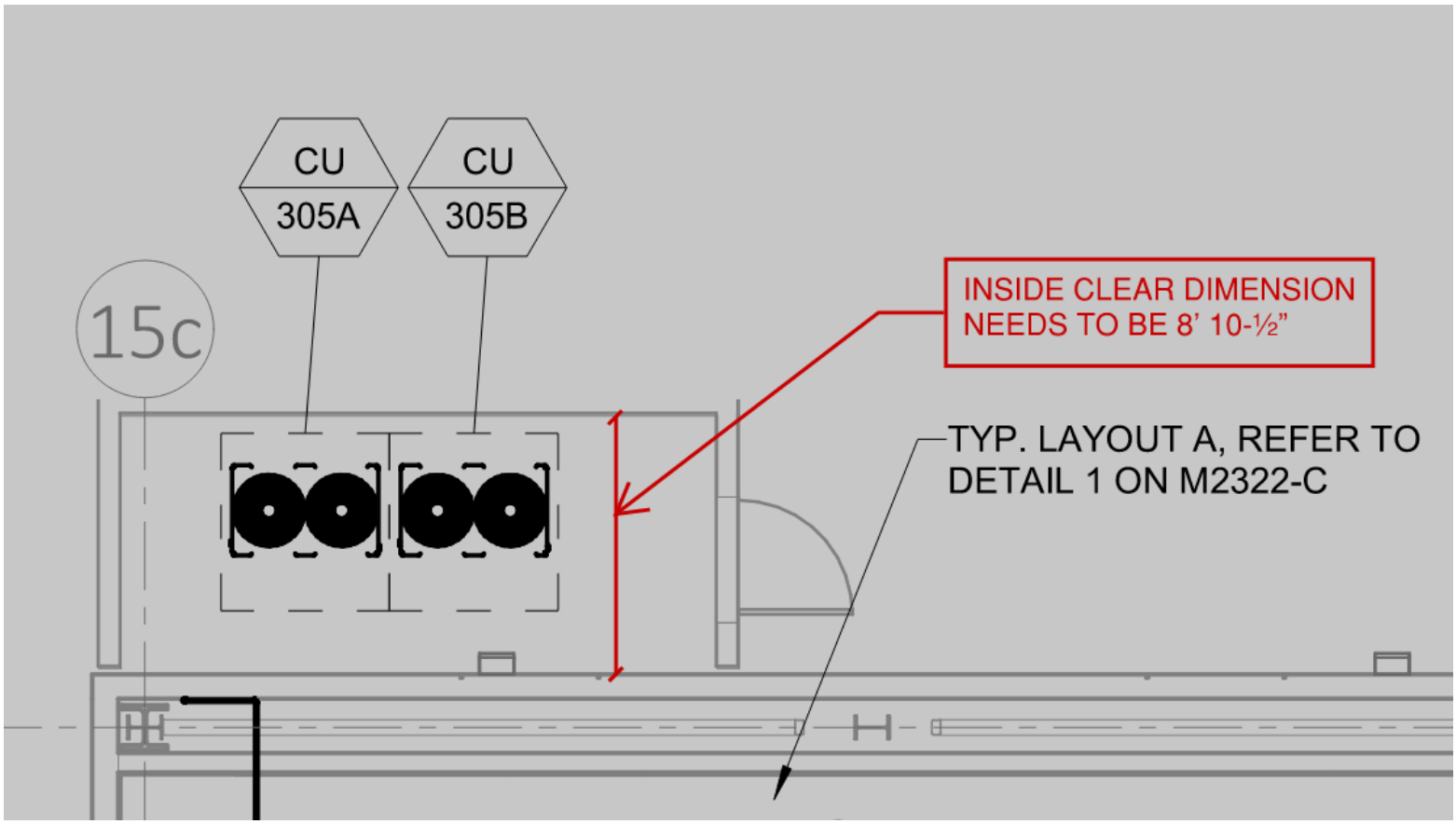
IBI:
No Exceptions Taken

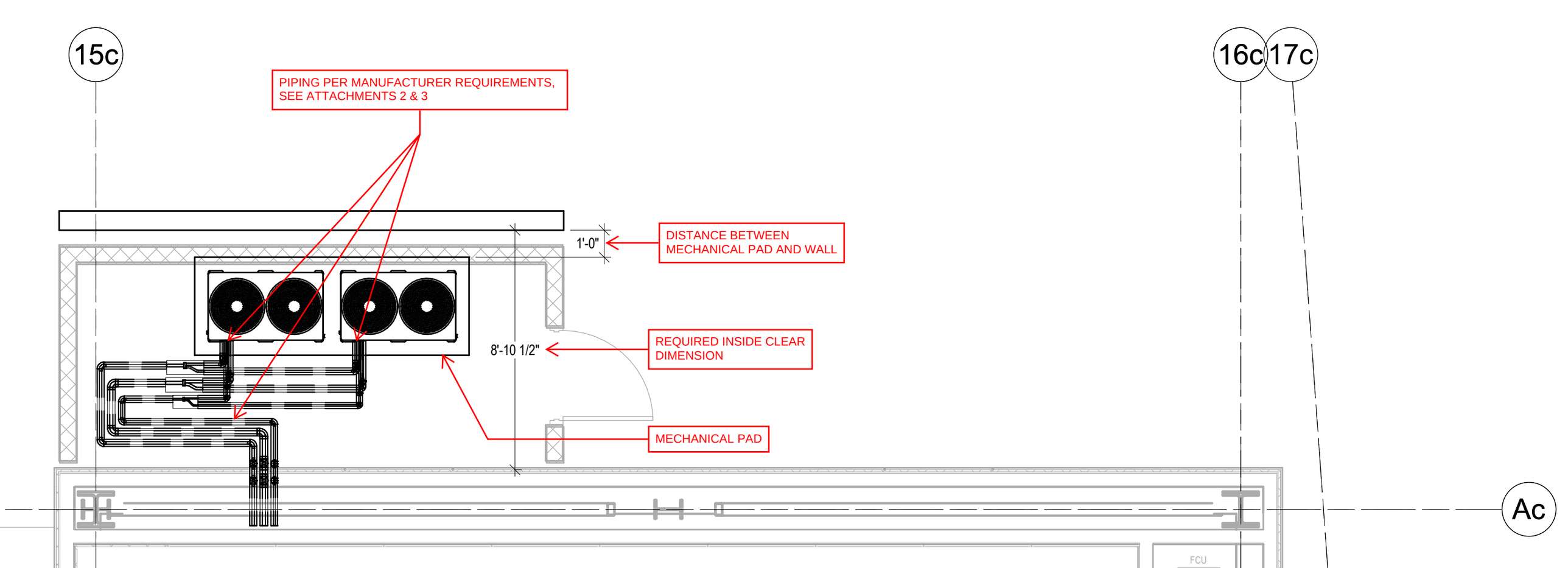
MOVE GUTTER DOWNSPOUT

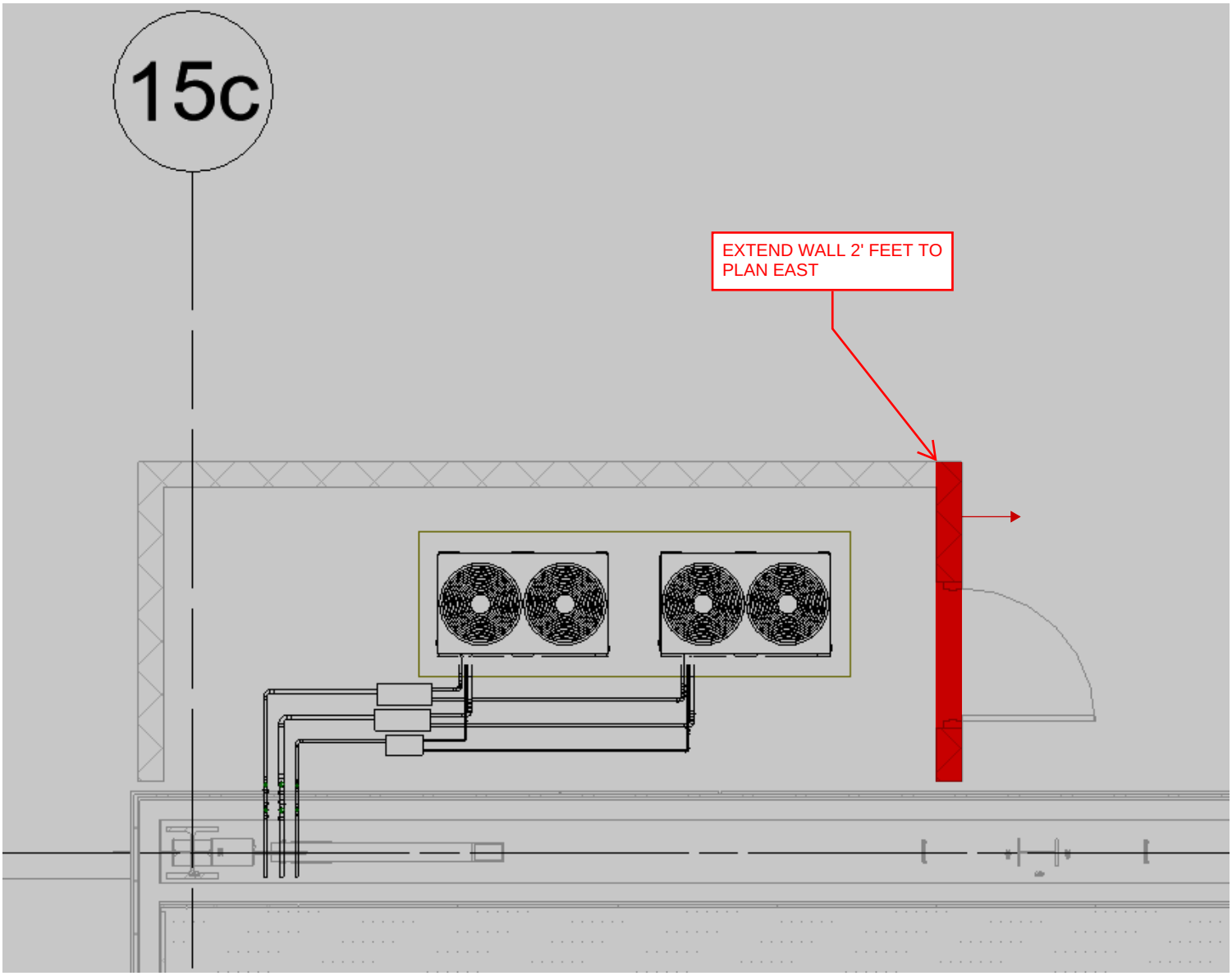
IBI:
No Exceptions Taken




DISCHARGE
DISCHARGE
MOVE AND FLIP DOOR TO AVOID MECH UNITS
IBI:
No Exceptions Taken
Revise / Coordinate hardware with Gate Submittal
32 31 19-1.1


CU
305A
CU
305B
15c
INSIDE CLEAR DIMENSION
NEEDS TO BE 8' 10-½"
TYP. LAYOUT A, REFER TO
DETAIL 1 ON M2322-C


15c
16c
17c
Ac
PIPING PER MANUFACTURER REQUIREMENTS, SEE ATTACHMENTS 2 & 3
1'-0"
DISTANCE BETWEEN MECHANICAL PAD AND WALL
8'-10 1/2"
REQUIRED INSIDE CLEAR DIMENSION
MECHANICAL PAD
FCU


15c
EXTEND WALL 2' FEET TO PLAN EAST

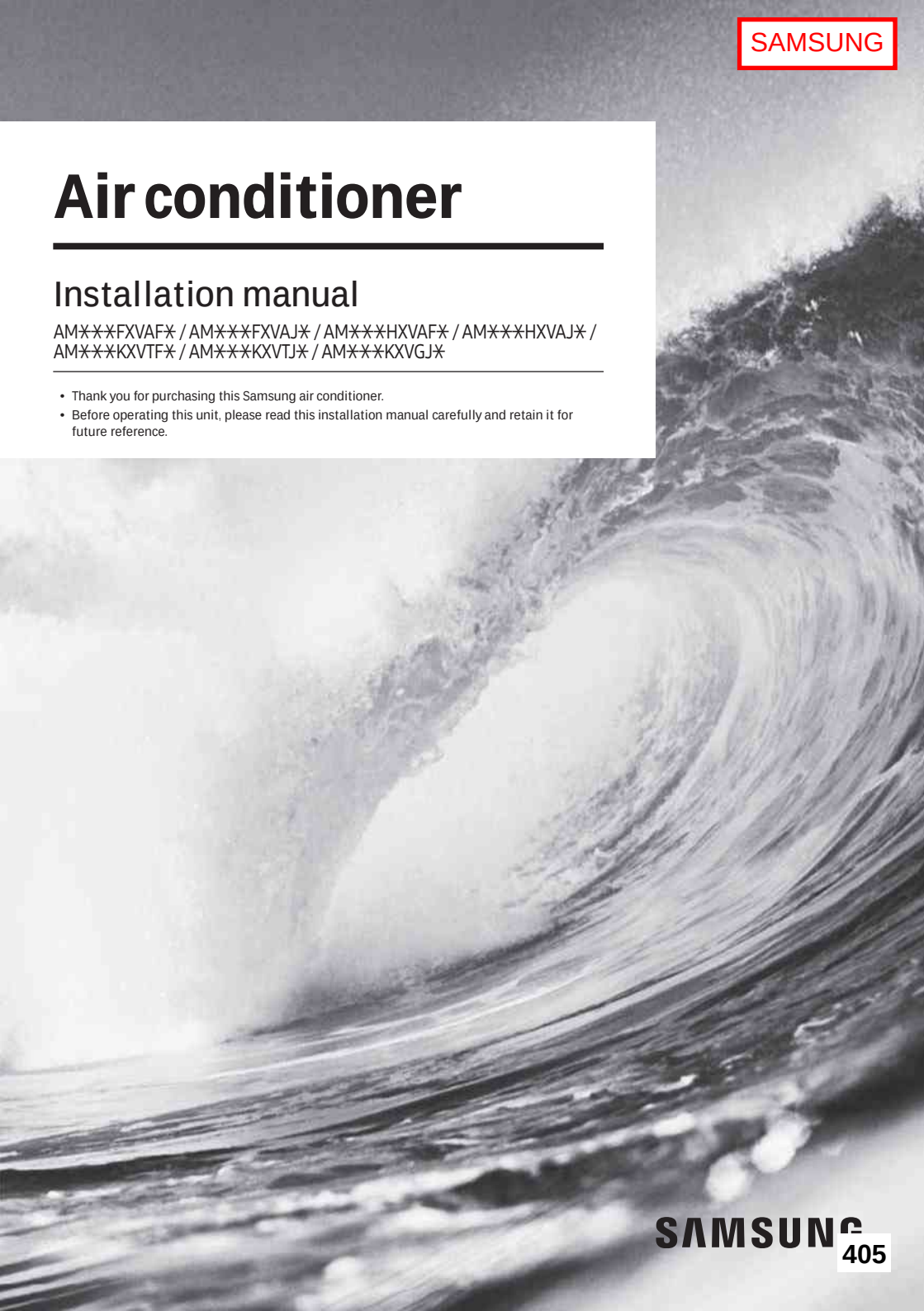
SAMSUNG

Air conditioner

Installation manual

AM✳✳✳FXVAF✳ / AM✳✳✳FXVAJ✳ / AM✳✳✳HXVAF✳ / AM✳✳✳HXVAJ✳ /
AM✳✳✳KXVTF✳ / AM✳✳✳KXVTJ✳ / AM✳✳✳KXVGJ✳

- Thank you for purchasing this Samsung air conditioner.
- Before operating this unit, please read this installation manual carefully and retain it for future reference.



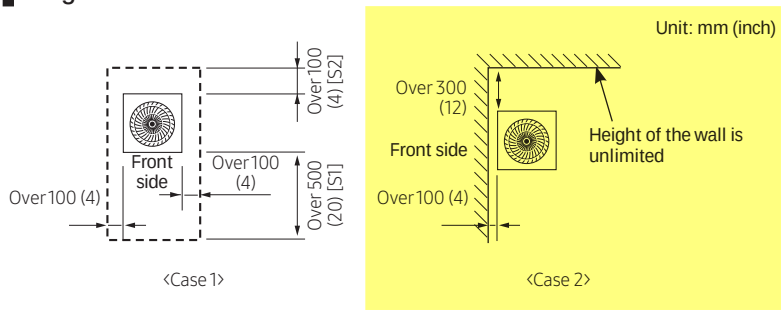
SAMSUNG

405

Space requirement for installation

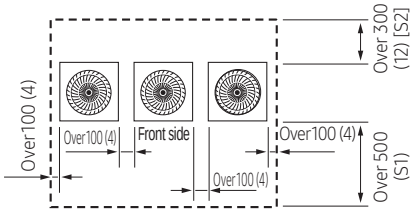
- Space requirement was decided based on following conditions; Cooling mode, outdoor temperature of 35°C (95°F). Larger space is required if the outdoor temperature is higher than 35°C (95°F) or if the place is heated easily by quantity of solar radiation.
- When you secure installation space, consider path for people and the direction of the wind.
- Secure installation space as shown in the below illustration, considering ventilation and the service space.
- If the installation space is narrow, installer or other worker may get injured during work and may also cause problem to the product.
- If you install multiple number of outdoor units in one space, make sure to secure enough ventilation space if there's any walls around the product that may disturb the air flow. If enough ventilation space is not secured, product may malfunction.
- You may install the outdoor units with 20mm (0.78 inch) of space between the product, but product's performance may decrease depending on the installation environment.

Single installation

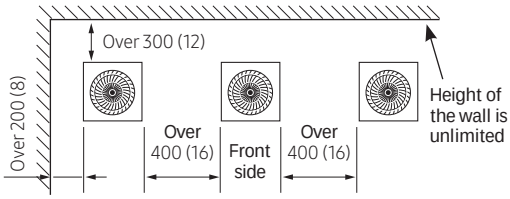


Module installation

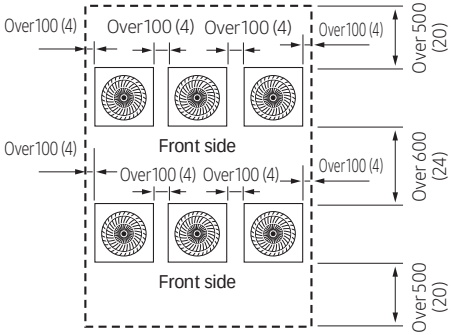
Unit: mm (inch)



<Case 1>



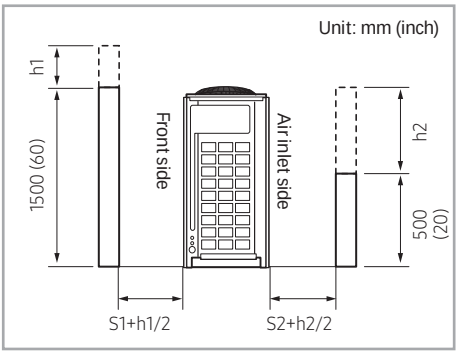
<Case 2>



<Case 3>

※ For <Case 1> or <Case 3>

- Height of the wall on the front side should not be higher than 1500mm (60 inch).
- Height of the wall on the air inlet side should not be higher than 500mm (20 inch).
- Height of the wall on the side is not limited.
- If the height of the wall exceeds by certain value (h1, h2), additional clearance [(h1)/2, (h2)/2 : Half of the exceeded distance] should be added to the service space (S1, S2).



ENGLISH

Refrigerant pipe installation

3. Pipe installation between the outdoor units

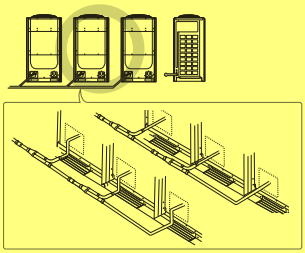
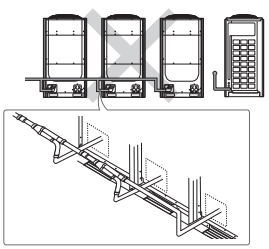
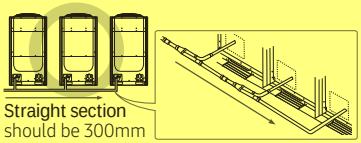
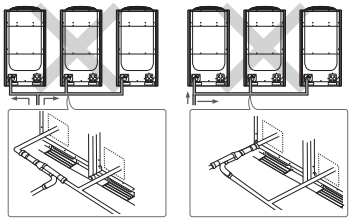
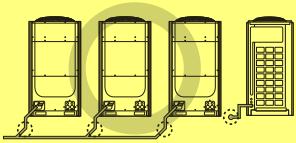
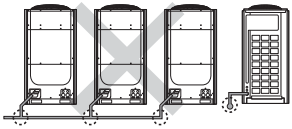
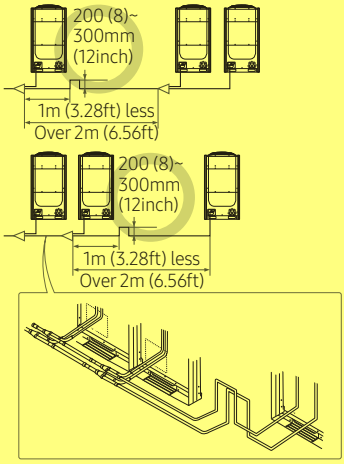
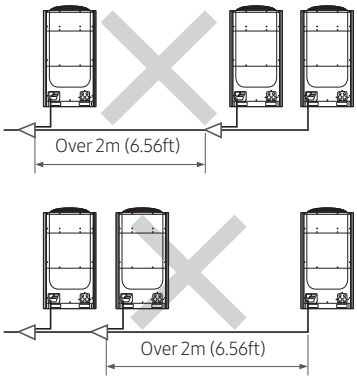
▶ You will need branch joints, which is an optional accessory, for connecting in between outdoor units in order to combine outdoor units in module.

※ **For optimal distribution of the refrigerant, you must use Y-joint as branch joint for connecting outdoor units. (Do not use T-joint)**

▶ When you install the outdoor units in module, there is no restriction of installation order among outdoor units.

▶ Height of the connection pipe should be same or lower than the ones connected to the outdoor units.

▶ Check the changes in comparison with the DVM II and III.

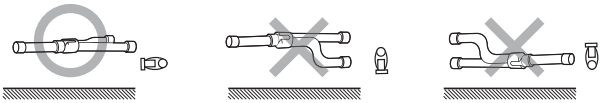
Caution	Correct installation	Incorrect installation
Refrigerant pipes should be connected at the same or lower level than the ones connected to the outdoor unit.		
Refrigerant pipes must be connected by the side of the product.	 Straight section should be 300mm (12inch) or more	
Branch joint between outdoor units must be installed horizontally.		
Install a vertical trap in following cases as shown in the figure : Case1. Pipe length between outdoor unit branches exceeds 2m (6.56ft). Case2. Pipe length between outdoor unit and its branch exceeds 2m (6.56ft).		

Refrigerant pipe installation

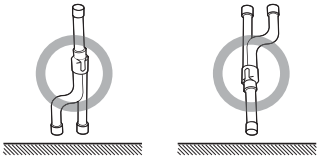
Installing the branch joints

Branch joints must be installed 'horizontally' or 'vertically'.

Horizontal installation

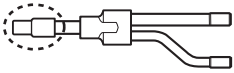


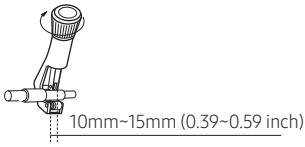
Vertical installation



NOTE

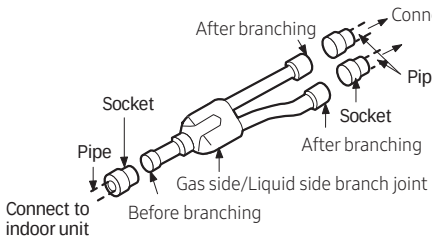
- For A~J type branch joints : Connect the branch joint to the connection pipe with the provided reducer.
- For K~Z type branch joints : Cut the connection part of the branch joint or the provided socket, according to the diameter of the connection pipe, before connecting them.

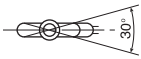




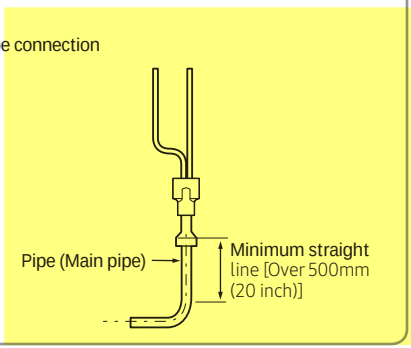
CAUTION

- Install the branch joint within ±15° of the horizon or vertical line.
- Make sure that the pipe is not bent at where it is connected to the branch joint.
- Keep a minimum straight line distance of 500mm (20 inch) or more before connecting branch joint.





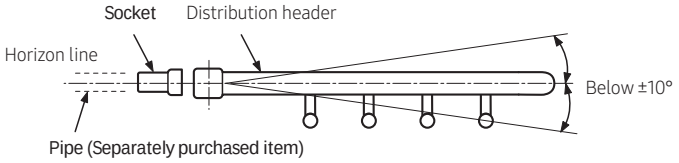
※ Install within ±15° of the horizon or vertical line.

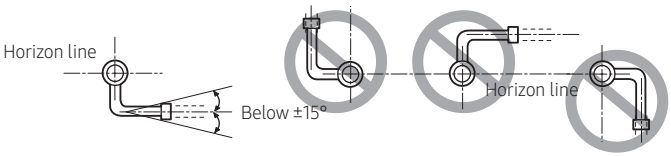


Refrigerant pipe installation

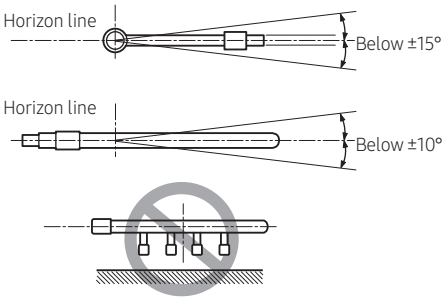
3. Install the distribution header horizontally.

▶ Install the distribution header horizontally so that its ports does not face down.





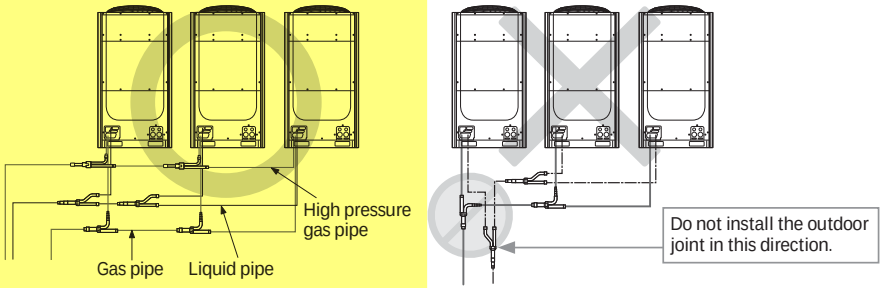
< Liquid side >



< Gas side >

Installing the branch joint between outdoor units

Installation of outdoor joints



※ High pressure gas pipe only applies to the H/R product.

TRANE

Installation

Variable Refrigerant Flow System

Outdoor Unit Series

Models:

(HP,208-230 V)	(HP,460 V)	(HR,208-230 V)	(HR,460 V)
4TVH0072*300N*	4TVH0072*400N*	4TVR0072*300N*	4TVR0072*400N*
4TVH0096*300N*	4TVH0096*400N*	4TVR0096*300N*	4TVR0096*400N*
4TVH0120*300N*	4TVH0120*400N*	4TVR0120*300N*	4TVR0120*400N*
4TVH0144*300N*	4TVH0144*400N*	4TVR0144*300N*	4TVR0144*400N*
4TVH0168*300N*	4TVH0168*400N*	4TVR0168*300N*	4TVR0168*400N*
4TVH0192*300N*	4TVH0192*400N*	4TVR0192*300N*	4TVR0192*400N*
4TVHL072*300N*	4TVHL072*400N*	4TVRL072*300N*	4TVRL072*400N*
4TVHL096*300N*	4TVHL096*400N*	4TVRL096*300N*	4TVRL096*400N*

⚠ SAFETY WARNING

Only qualified personnel should install and service the equipment. The installation, starting up, and servicing of heating, ventilating, and air-conditioning equipment can be hazardous and requires specific knowledge and training. Improperly installed, adjusted or altered equipment by an unqualified person could result in death or serious injury. When working on the equipment, observe all precautions in the literature and on the tags, stickers, and labels that are attached to the equipment.

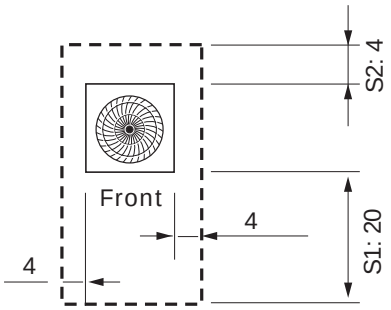
April 2017 **VRF-SVN34E-EN**

Ingersoll Rand

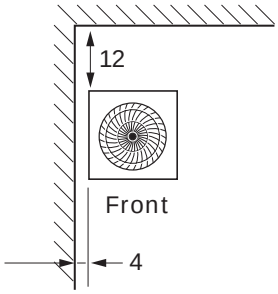
Minimum Operating Clearances

Install units as shown in the illustrations below, observing ventilation and service requirements. Space requirements are based on cooling mode operation and an outdoor temperature of 95°F (35°C). More space is required if the outdoor temperature is higher than 95°F (35°C) or if the area is easily heated by solar radiation.

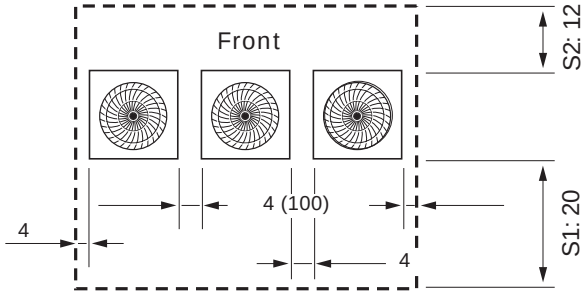
Figure 5. Minimum operating clearances for single and multiple units



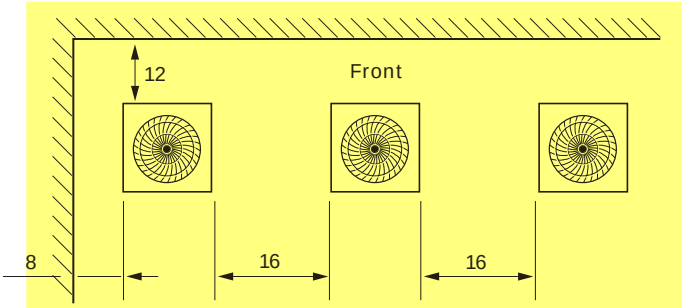
Example 1: Single unit inside pit



Example 2: Single unit inside wall



Example 3: Multiple units inside pit



Example 4: Multiple units inside wall

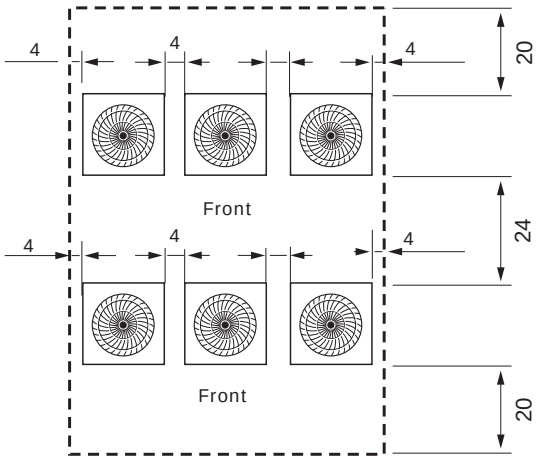
Notes:
Units: inches

Clearances in this manual are minimum for system operation. all installations shall comply with codes and standards adopted by the Authority Having Jurisdiction (AHJ).

S1 = Front service clearance
S2 = Back service clearance
See Figure 6, p. 12 for details.

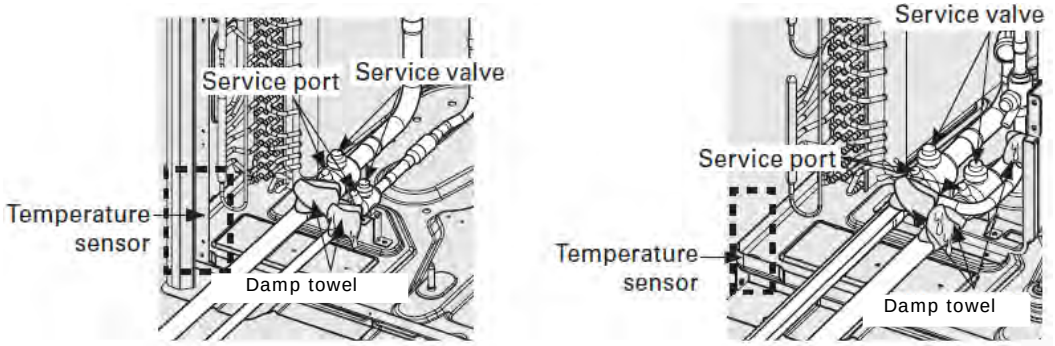
You may install multiple outdoor units with a minimum 1 in. (20 mm) of space between them, but reduced capacity may occur depending on the installation environment.

Clearance requirements are waived for any unit sides that have wind/snow protection ducts installed on them, due to the wind/snow protection duct size, which exceeds clearance requirements.



Example 5: Multiple units inside pit

Figure 17. Protecting the unit and temperature sensor while brazing the pipe connection



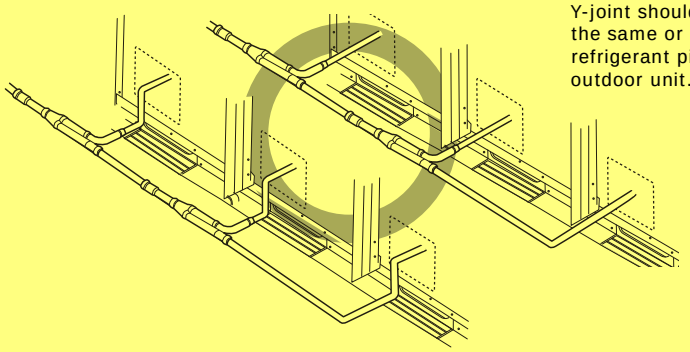
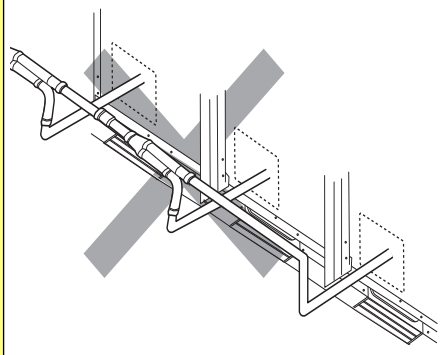
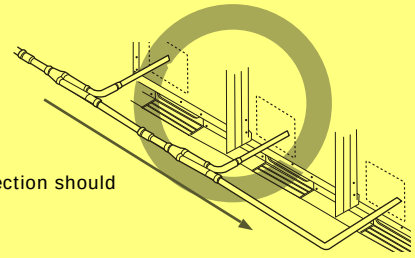
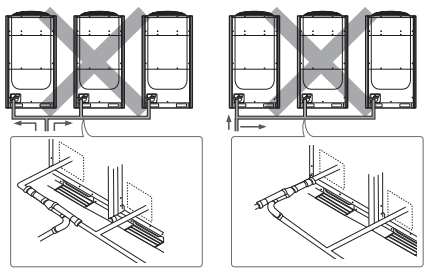
Connecting Outdoor Units with Y-joints

Important: *Ensure that all pipe connections are accessible for servicing and maintenance. For optimal refrigerant distribution, use only factory joints.*

Install outdoor Y-joints as needed to connect multiple outdoor units to one another (refer to Table 23). Install Y-joints as needed to connect outdoor units to indoor units. See the branch joint installation manual (VRF-SVN41) for details.

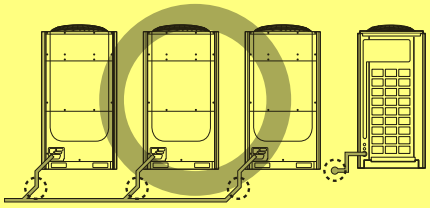
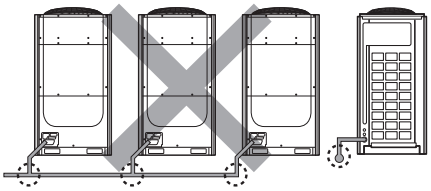
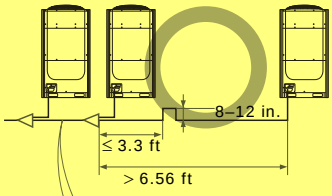
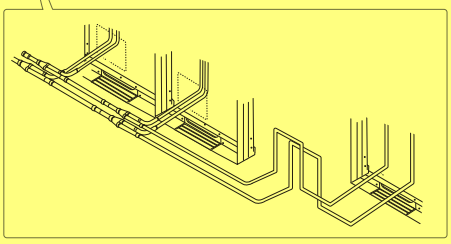
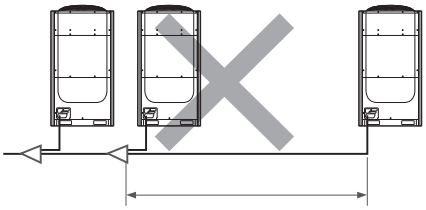
Note: *Outdoor units can be installed in any order.*

Table 23. Connecting outdoor units with Y-joints

Correct installation	Incorrect installation
 Y-joint should be connected at the same or lower level as the refrigerant pipes leaving the outdoor unit.	
Refrigerant pipes must be connected in parallel with the unit.  Unit straight section should be ≥ 12 in.	

Refrigerant Piping

Table 23. Connecting outdoor units with Y-joints (continued)

Correct installation	Incorrect installation
Y-joints between outdoor units must be installed horizontally. 	
 	If the piping length between the outdoor unit and the Y-joint exceeds 6.56 ft, install a vertical trap that is 8–12 in. high. 

Contingency Draw Request (CDR)

Owner	[X]	Oxnard School District
Architect	[X]	IBI Group
Contractor	[X]	Balfour Beatty
PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 097R1

Date: 8-2-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event CE#190/CDR#097R1 Bldg B - Mechanical Ventilation Code Bust Provide labor, equipment and materials to relocate MAU-201 due to AC-203 power exhaust clearance issue, to comply with Mechanical Code Section 502.2.1 per RFI 079.	$ 4,685.34

☐ 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	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 8/2/23	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	8-2-2023
Permit Number:	DSA# 03-119284	Change Event No.:	190
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Michael Brewer - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event #190/CDR 097R1 RFI 079 Bldg B - Mechanical Ventilation Code Bust

Provide labor, equipment and materials to relocate MAU-201 due to AC-203 power exhaust clearance issue, to comply with Mechanical Code Section 502.2.1 per RFI 079.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Smith MEP	$	4,685.34		
		Subtotal B:	**$**	**4,685.34**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:	**$**	**-**
E. Bond at 1.5% **$** -	0%	**Subtotal E:**	**$**	**-**
Grand Total = (A + B + C + D + E)			**$**	**4,685.34**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2023-08-02

Print Name & Title (General Contractor) — Signature — Date

Extra Work Proposal
Labor and Material Breakdown

Smith MECHANICAL - ELECTRICAL - PLUMBING LIC. NO. 420418

Job # : 60040689 Date : 1/24/2022

Job Name : Rose Ave ES Extra Work Proposal # : 17

Description of work:

Includes relocating MAU-201 due to AC-203 power exhaust clearance issue, to comply with Mechanical Code Section 502.2.1 per RFI Response #079

Includes time for additional BIM coordination associated with changes made due to RFI response.

Pricing Breakdown:

Sheet Metal-Shop		$	767.91
Sheet Metal-Field		$	2,730.67
Project Support		$	450.00
Sales Tax	9.25%	$	28.15
Warranty Reserve (Direct Cost + Subs)	2.00%	$	79.53
TOTAL COST		$	4,056.26
+ Overhead	10%	$	405.63
+ Fee	5%	$	223.09
Total Extra Work Proposal Price		**$**	**4,685.34**

Time extension required because of labor added by this change is 2.9 workdays

This proposal includes 23 straight time field hours, - overtime field hours,

- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: X Waiting for authorization: ____

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: **Joel Cerda** Date: 4/5/2023

Project Manager

Approved by: _____ Date: _____

Signature

EWP #: 17 **Job #:** 60040689 **Job Name:** Rose Ave ES

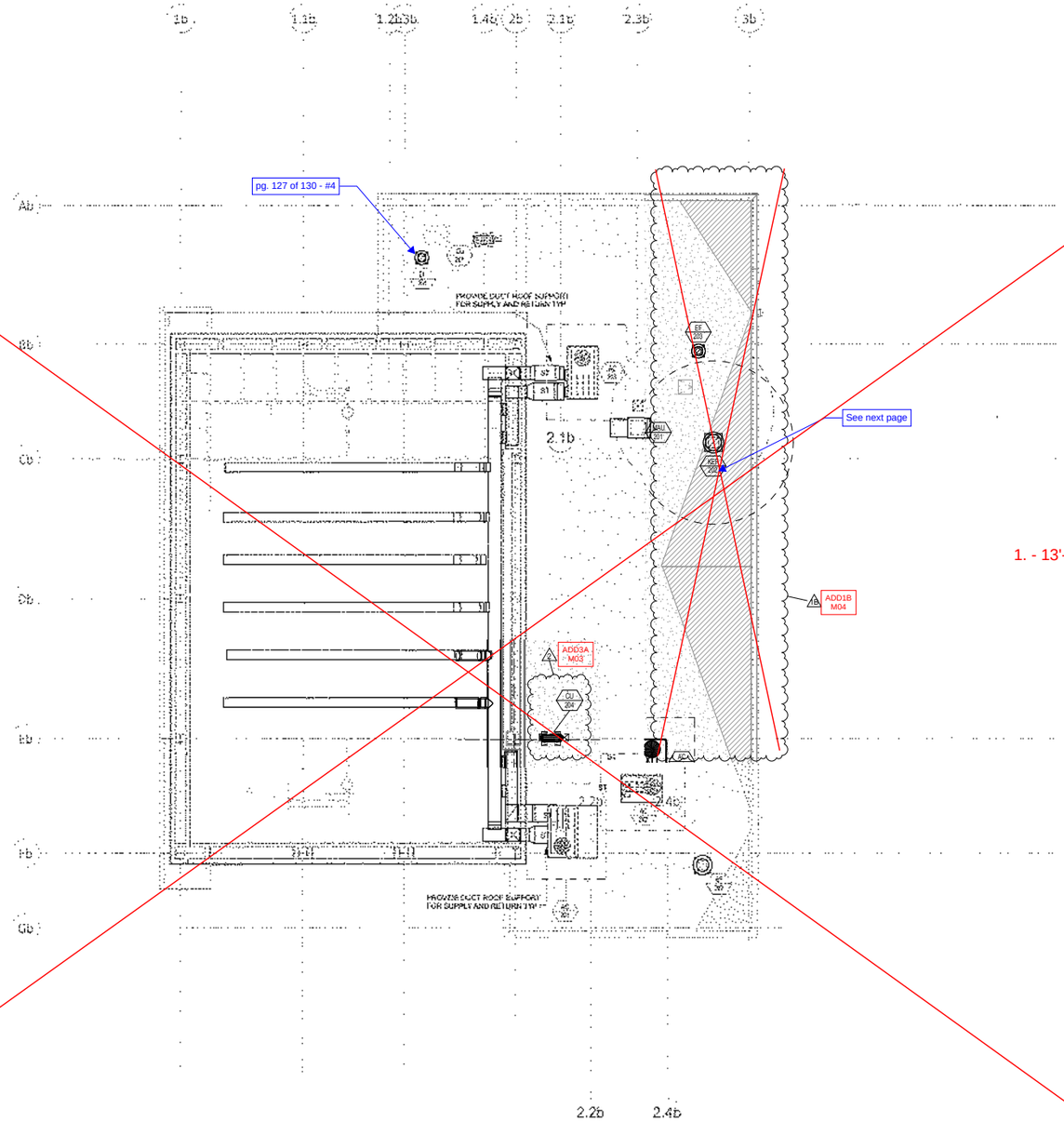
Extra Work Proposal Breakdown

Date: 1/24/2022

SHEET METAL - SHOP FAB	Gross	Net	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR $	MATERIAL $	TOTAL $
Hangers/Supports (lbs.)		30.0	0.4				$ 123.76	$ 46.41	$ 40.50	$ 86.91
Clips & Closures (lbs.)		9.0	0.3				$ 123.76	$ 39.78	$ 12.15	$ 51.93
Rect Straight (lbs.)	200.0	161.0	3.0				$ 123.77	$ 377.35	$ 217.35	$ 594.70
Duct Sealing		200.0					$ -		$ 12.00	$ 12.00
Sheet Metal Shop Parts and Supplies	3%						$ -		$ 22.37	$ 22.37
Sheet Metal LBS:	**200**	**200**								
Sheet Metal Logistics / Mat'l Delivery	# of Trips		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR $	RENTAL $	TOTAL $
Sheet Metal Shop Totals:			5.0	0.0	0.0	0.0		$ 463.54	$ 304.37	**$ 767.91**

SHEET METAL - FIELD INSTALL	UNITS		HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR $	MATERIAL $	TOTAL $
Detailing			18.0				$ 117.00	$ 2,106.00		$ 2,106.00
Additional Scope - Layout			4.0				$ 123.77	$ 495.08		$ 495.08
Superintendent	10%		1.0	0.0	0.0	0.0	$ 129.59	$ 129.59		$ 129.59
Sheet Metal Field Totals:			23.0	0.0	0.0	0.0		$ 2,730.67	$ -	**$ 2,730.67**
PROJECT SUPPORT			HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR $		TOTAL $
Project Managers			3.0				$ 150.00	$ 450.00		$ 450.00
Project Support Totals:			3.0	0.0	0.0	0.0		$ 450.00	$ -	**$ 450.00**

1ST REV



1 MECHANICAL ROOF PLAN - LEVEL 2
1/8" = 1'-0"

1. - 13'-7" top of concrete where units are.

CLIENT
OXNARD SCHOOL DISTRICT
220 S. Driskill St. Oxnard, CA 93030

DEPARTMENT
IBI Group, A California Partnership

ISSUANCE
NO. ISSUANCE DATE

CONSULTANTS
roshanian &associates
ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
[illegible]

AGENCY INFORMATION
AGENCY TRACKING NO. 7028.147 | FILE NO. 56-00
CERTIFICATION STAMP OF THE STATE ARCHITECT OFFICE OF PUBLIC SCHOOL CONSTRUCTION
03-119284
DATE: [illegible]

SEAL
LICENSED ARCHITECT [illegible] REN. 4/21 STATE OF CALIFORNIA

PRIME CONSULTANT
IBI
[illegible]

PROJECT
RECONSTRUCTION OF ROSE AVENUE K-5 SCHOOL
220 S. DRISKILL ST
OXNARD CA 93030

PROJECT NO.
109890

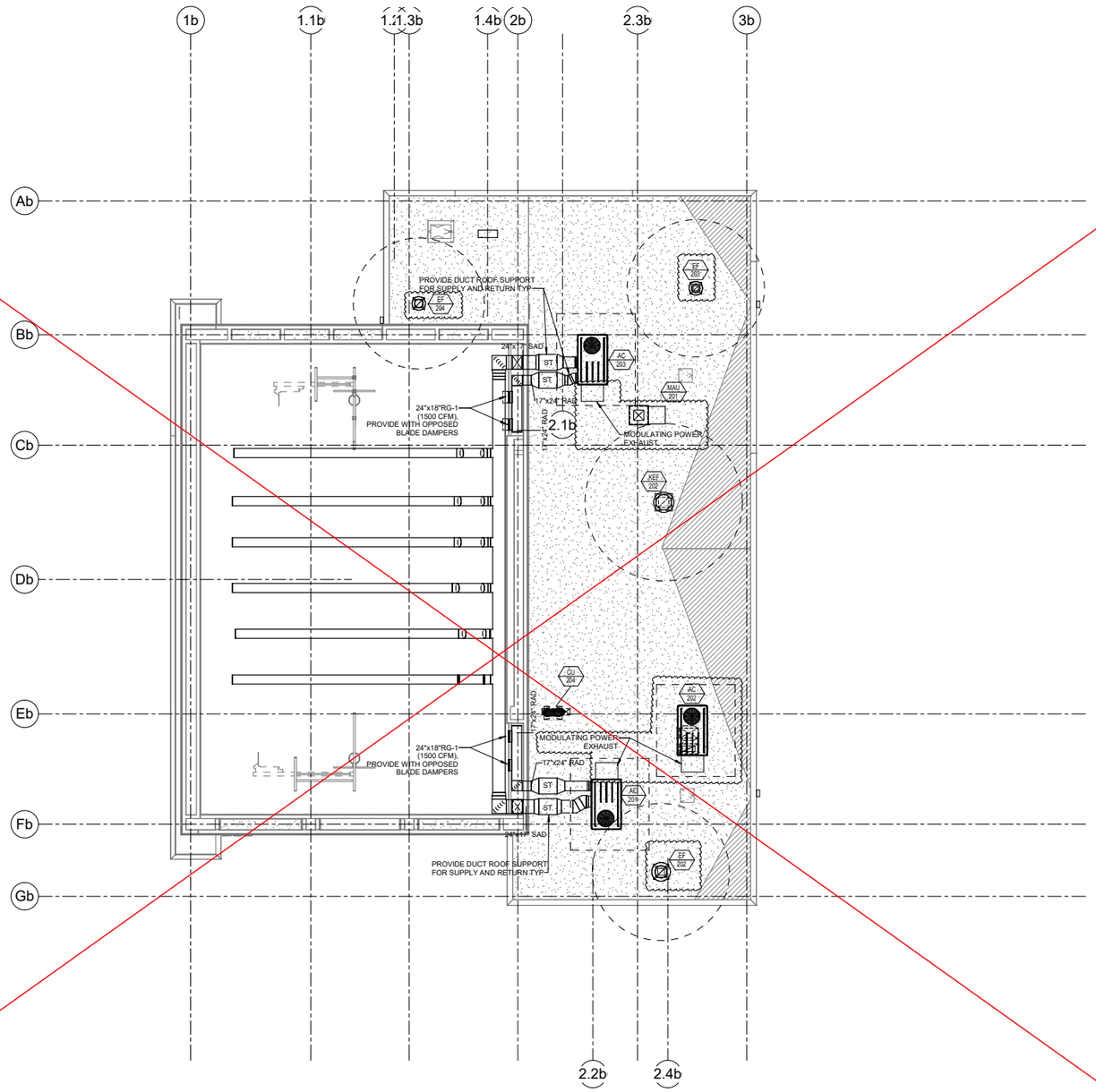
DRAWN BY: Author | CHECKED BY: Checker
PROJECT MGR: Designer | APPROVED BY: Approver
SCALE: 1/8" = 1'-0" | DATE: 08/03/2019

SHEET TITLE
MULTIPURPOSE BULDING B - MECHANICAL ROOF PLAN

SHEET NUMBER
M2321-B

ISSUE
419

2ND REV



1 MECHANICAL ROOF PLAN
1/8" = 1'-0"

CLIENT

OXNARD SCHOOL DISTRICT

220 S. Driskill St, Oxnard, CA 93030

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IBI Group, A California Partnership
is a member of the IBI Group of companies

ISSUES

NO	ISSUANCE	DATE
5	RFI-59	01-07-22

CONSULTANTS

roshanian &associates
ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
6404 WILSHIRE BLVD, SUITE #610
LOS ANGELES, CA 90048
TEL: (323) 933-5252
FAX: (323) 933-5589
FAX: (323) 933-5589
www.roshanian.com

REGISTERED PROFESSIONAL ENGINEER — MECHANICAL — No. 22289 — EXP. 12-31-21 — STATE OF CALIFORNIA

AGENCY INFORMATION:

AGENCY TRACKING NO	FILE NO
72538-107	56-22

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DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
03-119284
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DATE_____

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LICENSED ARCHITECT — CRAIG ATKINSON — No. C25387 — REN. 4/21 — STATE OF CALIFORNIA

PRIME CONSULTANT

IBI
315 W 9th Street, Suite 600
Los Angeles, CA 90015
tel (213) 769-0011 fax
fax(213)-769-0016

PROJECT
RECONSTRUCTION OF ROSE AVENUE K-5 SCHOOL
220 S. DRISKILL ST,
OXNARD, CA 93030

PROJECT NO:
109990

DRAWN BY: Author	CHECKED BY: Checker
PROJECT MGR: Designer	APPROVED BY: Approver
SCALE: 1/8" = 1'-0"	DATE: 06/05/2019

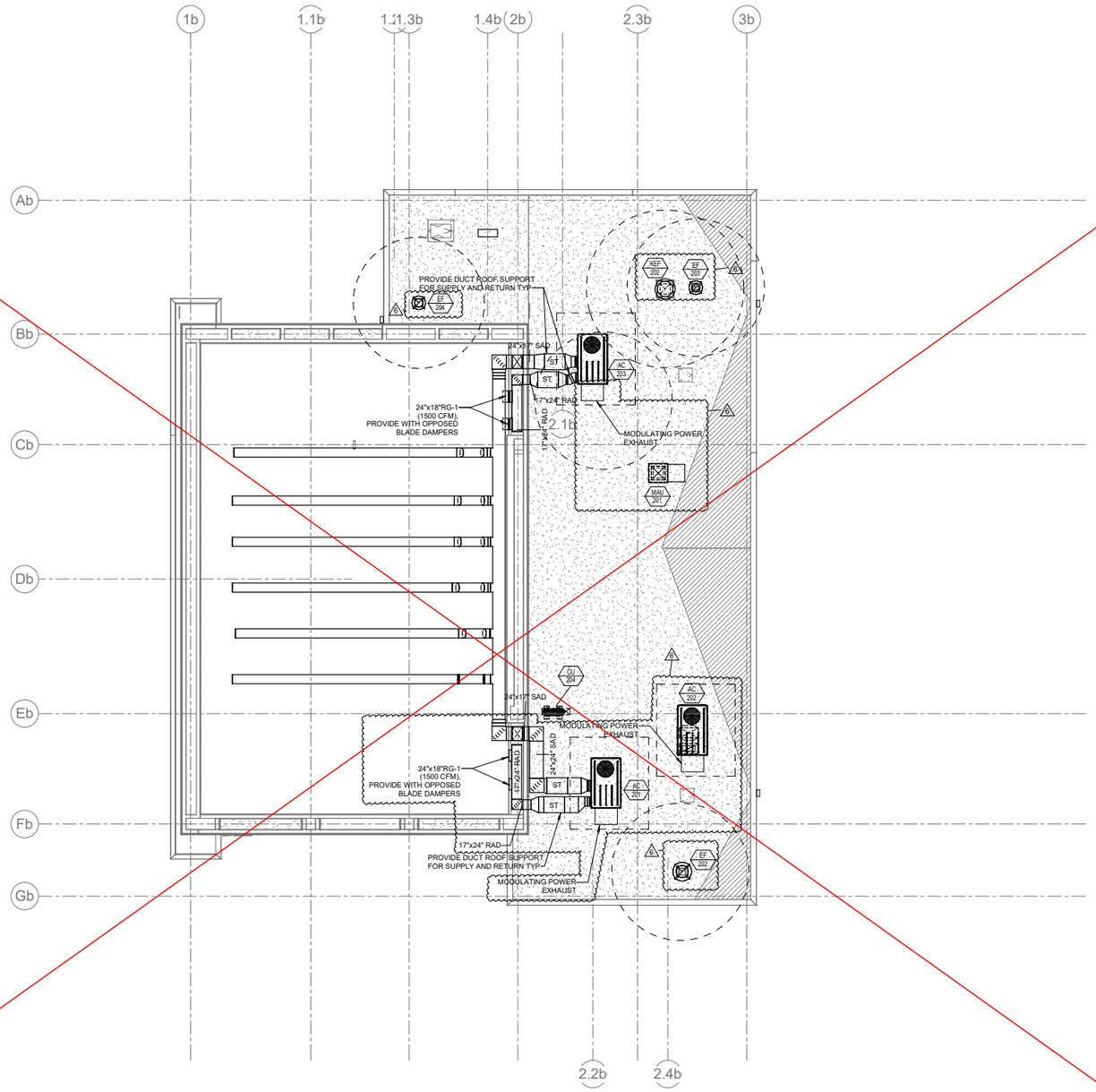
SHEET TITLE
MULTIPURPOSE BULDING B - MECHANICAL ROOF PLAN

SHEET NUMBER
M2321-B

ISSUE
420

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3RD REV



1 MECHANICAL ROOF PLAN
1/8" = 1'-0"

CLIENT

OXNARD SCHOOL DISTRICT

220 S. Driskill St, Oxnard, CA 93030

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ISSUES

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CONSULTANTS

roshanian &associates
ELECTRICAL, MECHANICAL AND TECHNOLOGY ENGINEERS
6404 WILSHIRE BLVD, SUITE #610
LOS ANGELES, CA 90048
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FAX: (323) 933-5589
www.roshanian.com

REGISTERED PROFESSIONAL ENGINEER — MECHANICAL — STATE OF CALIFORNIA
NO. 22289
EXP. 12-31-21

AGENCY INFORMATION:

AGENCY TRACKING NO	FILE NO
7838-107	56-22

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RECONSTRUCTION OF 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: 1/8" = 1'-0"	DATE: 06/05/2019

SHEET TITLE
MULTIPURPOSE BULDING B - MECHANICAL ROOF PLAN

SHEET NUMBER
M2321-B

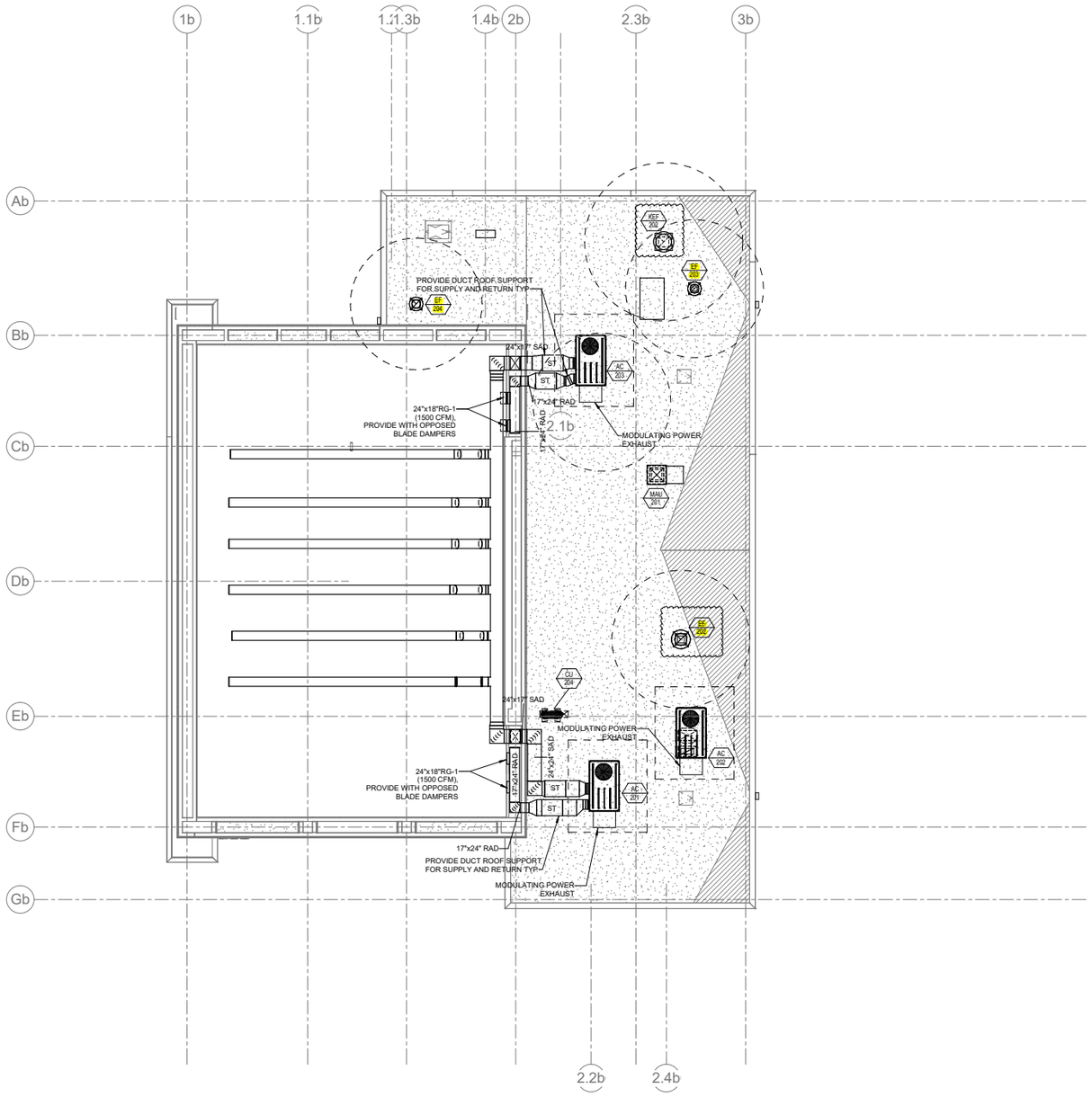
ISSUE
421

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0 12mm

1" =

RFI#079



1 MECHANICAL ROOF PLAN
1/8" = 1'-0"

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8	PER 01/31 MEETING	01-31-22

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NO. 22289
EXP. 12-31-23

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220 S. DRISKILL ST,
OXNARD, CA 93030

PROJECT NO: 109990

DRAWN BY:	CHECKED BY:
Author	**Checker**
PROJECT MGR:	APPROVED BY:
Designer	**Approver**
SCALE: **1/8" = 1'-0"**	DATE: **06/05/2019**

SHEET TITLE
MULTIPURPOSE BULDING B - MECHANICAL ROOF PLAN

SHEET NUMBER: M2321-B

ISSUE: 422

BIM 360://Rose Elementary School/Rose/ES-BLD002-MPR-Mech-Central-R20.rvt

0 1" 2"

RFI #--079

Balfour Beatty

Balfour Beatty Construction, LLC
13520 Evening Creek Drive North, Suite 270
San Diego, California 92128
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
220 South Driskill Street
Oxnard, California 93030

Bldg "B" - Mechanical Ventilation Code Bust

TO:	Linda Iversen **(IBI Group)** Ruben Ruiz **(IBI Group)**	**FROM:**	Filbert Carbajal **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	01/24/2022	**STATUS:**	Open
LOCATION:	BUILDING B	**DUE DATE:**	01/31/2022
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	
COST IMPACT:		**SPEC SECTION:**	
DRAWING NUMBER:		**REFERENCE:**	Smith RFI #15
LINKED DRAWINGS:			
RECEIVED FROM:	Cody Scheidt **(Smith Electric Service (Santa Maria))**		

COPIES TO:
Leon Cavallo **(Balfour Beatty)**, Alex Garcia **(Balfour Beatty)**, Ken Hinge **(Kenco Construction Services)**, Linda Iversen **(IBI Group)**, Janvi Kanani **(IBI Group)**, Dennis Kuykendall **(Balfour Beatty)**, Arega Mehrabian **(IBI Group)**, Rick Ostrander **(CFW, Inc.)**

Question from Filbert Carbajal (Balfour Beatty) at 07:47 AM on 01/24/2022

On building B there is a design flaw with AC-203 and MAU-201 per the mechanical ventilation code chapter 5 section 502.2.1 states that all exhaust air vents (Power exhaust on AC-203) shall be a minimum of 10’-0” away from any forced air intake (MAU-201). See attached PDF showing conflict.

Please advise.

Attachments:
RFI 15 Bldg B Mech Ventilation Code Bust.pdf

Awaiting an Official Response

All Replies:

See the following revised M2321-B plan. Not sure if this section applies, since AC unit outside and power exhaust are right next to each other, and not 10 feet apart. Revised it as suggested, however, to be on safe side.

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

Hooshang Mozaffari, RA	January 24, 2022	
BY	**DATE**	**COPIES TO**

RFI # 15

REQUEST FOR INFORMATION

Date: 1-24-22

PROJECT: Oxnard High School

Trade: HVAC **Spec. Section(s):**

Subject: RFI#017 - Building B Mechanical ventilation code bust

Time impact: possible

Cost impact: possible

REFERENCE:

Please provide the following clarification(s):

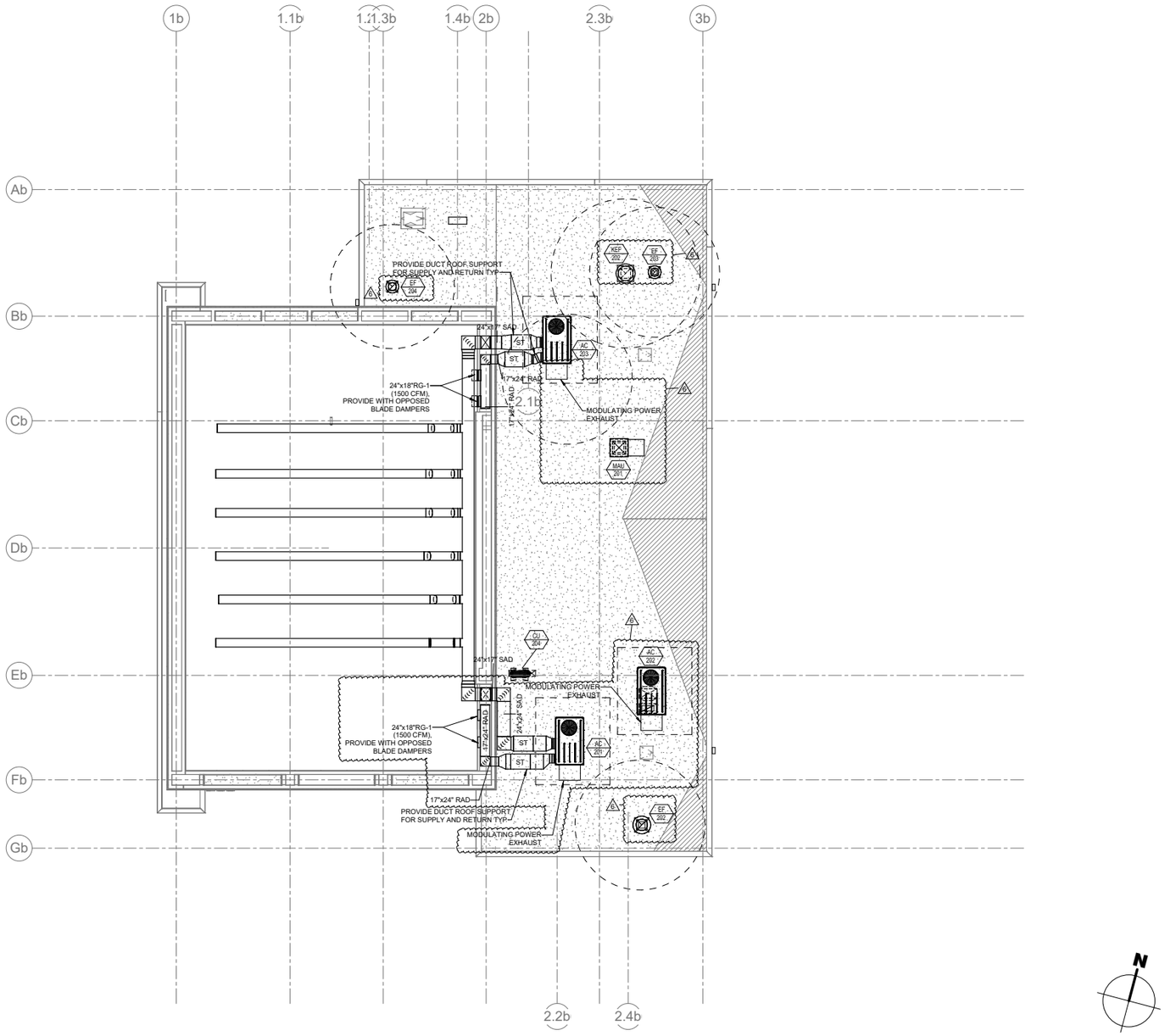
On building B there is a design flaw with AC-203 and MAU-201 per the mechanical ventilation code chapter 5 section 502.2.1 states that all exhaust air vents (Power exhaust on AC-203) shall be a minimum of 10’-0” away from any forced air intake (MAU-201). See attached PDF showing conflict.

Please advise.

Submitted By: Cody Scheidt

Response:

Answered By:



1 MECHANICAL ROOF PLAN
1/8" = 1'-0"

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AGENCY INFORMATION:

AGENCY TRACKING NO. 7838-107	FILE NO. 56-22

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PRIME CONSULTANT

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315 W 9th Street, Suite 600
Los Angeles, CA 90015
tel (213) 769-0011 fax
tel(213)-769-0016

PROJECT
RECONSTRUCTION OF ROSE AVENUE K-5 SCHOOL
220 S. DRISKILL ST,
OXNARD, CA 93030

PROJECT NO: 109990	
DRAWN BY: **Author**	CHECKED BY: **Checker**
PROJECT MGR: **Designer**	APPROVED BY: **Approver**
SCALE: **1/8" = 1'-0"**	DATE: **06/05/2019**

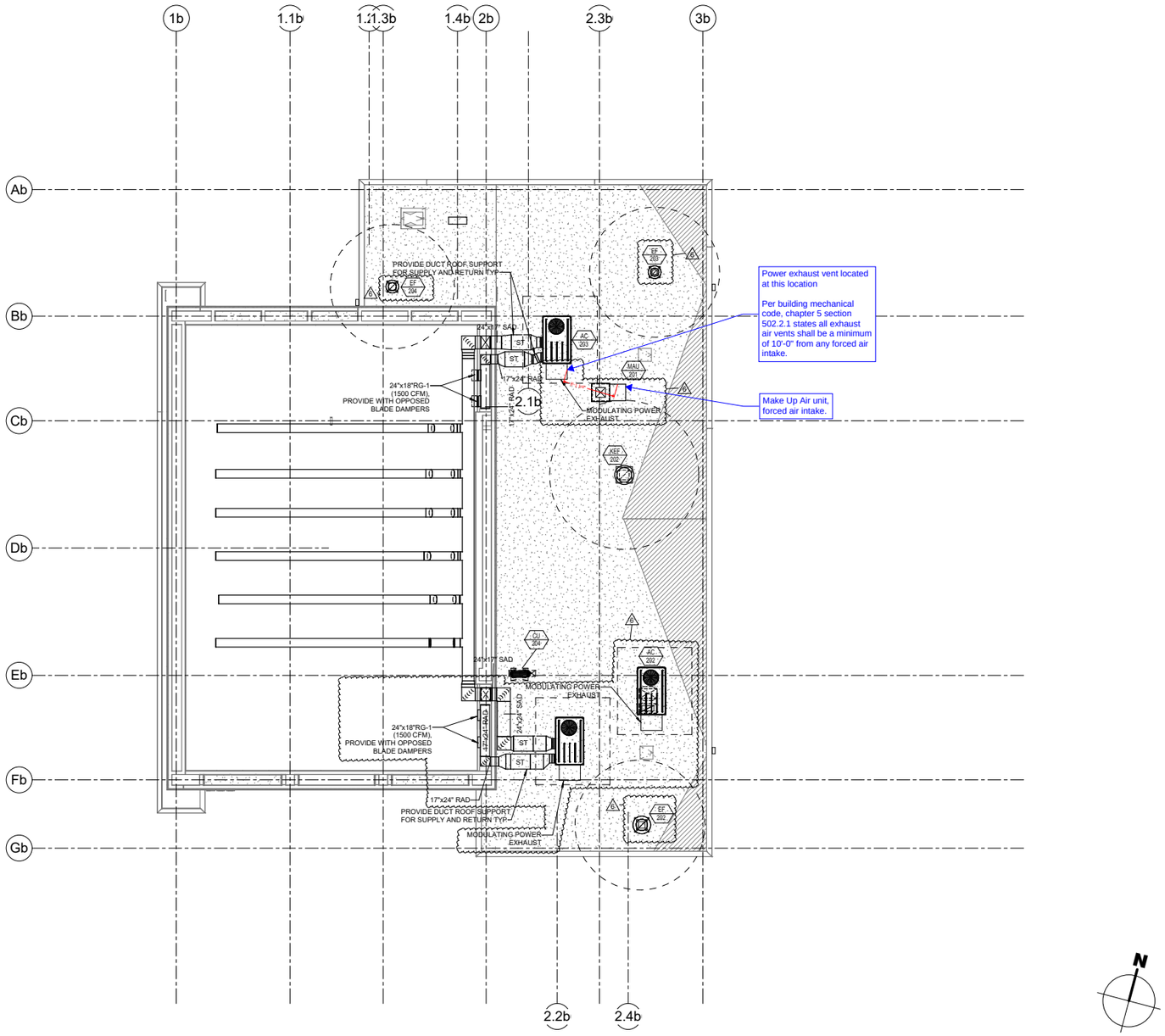
SHEET TITLE
MULTIPURPOSE BULDING B - MECHANICAL ROOF PLAN

SHEET NUMBER: M2321-B

ISSUE 425

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1" 0"



1 MECHANICAL ROOF PLAN
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PROJECT
RECONSTRUCTION OF ROSE AVENUE K-5 SCHOOL
220 S. DRISKILL ST,
OXNARD, CA 93030

PROJECT NO: 109990	
DRAWN BY: **Author**	CHECKED BY: **Checker**
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SCALE: **1/8" = 1'-0"**	DATE: **06/05/2019**

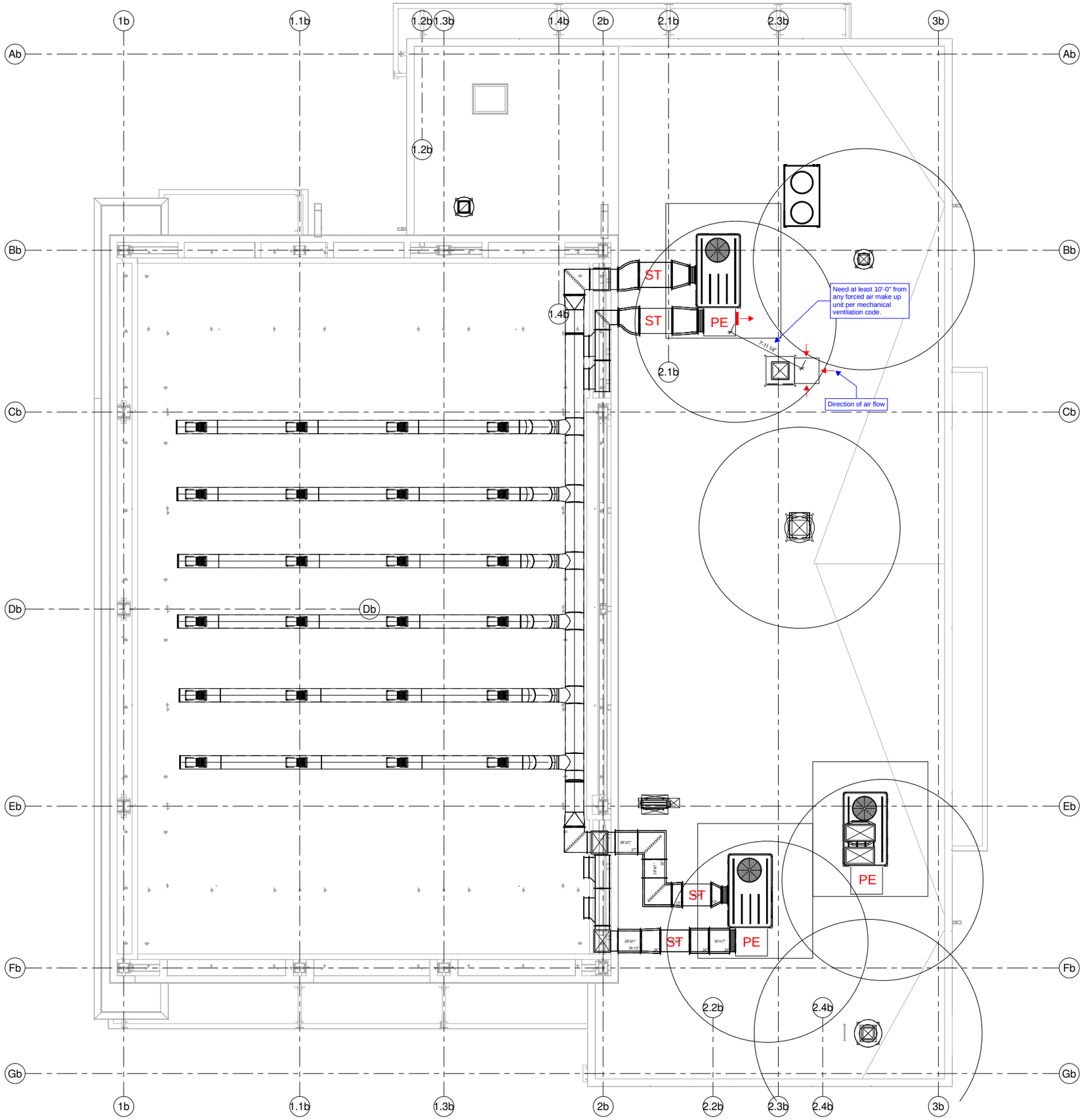
SHEET TITLE
MULTIPURPOSE BULDING B - MECHANICAL ROOF PLAN

SHEET NUMBER: M2321-B

ISSUE 426

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1"



Smith
MECHANICAL - ELECTRICAL - PLUMBING
A SUBSIDIARY OF ACCO ENGINEERED SYSTEMS
1340 WEST BETTRAVIA ROAD
SANTA MARIA, CALIFORNIA 93455
(805) 621-5000

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Revisions

No.	Date	Description	By

Project

Oxnard Rose K5 BIM - Building 2

220 S. DRISKILL ST, OXNARD, CA 93030

Title

MECHANICAL ROOF PLAN

Author: Drawn By — GARY BREWEN: Project Manager

OX-22001: Job Number — 1/4" = 1'-0": Scale

M-2.0

	Owner	[X]	Oxnard School District
Contingency	Architect	[X]	IBI Group
Draw	Contractor	[X]	Balfour Beatty
Request (CDR)	PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 098

Date: 8-4-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event #194 / CDR 098 - RFI 410 Utilities Sleeving at Site/Patio Wall Provide labor, equipment and materials to install sleeve and backfill with concrete under footing pre RFI 410. Storm Drain was already installed and inspected by previous inspector. Inspector applied structural detail to a non-structural garden wall.	$ 4,396.42

☐ The cost of this work will be drawn from Contractor Contingency:

☐ The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 8/4/23	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	8-4-2023
Permit Number:	DSA# 03-119284	Change Event No.:	194
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Michael Brewer - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event #194 / CDR 098 - RFI 410 Utilities Sleeving at Site/Patio Wall

Provide labor, equipment and materials to install sleeve and backfill with concrete under footing pre RFI 410. Storm Drain was already installed and inspected by previous inspector. Inspector applied structural detail to a non-structural garden wall.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Burns Pacific	$	4,396.42		
		Subtotal B:	**$**	**4,396.42**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:	**$**	**-**
E. Bond at 1.5% **$** -	0%	**Subtotal E:**	**$**	**-**
Grand Total = (A + B + C + D + E)			**$**	**4,396.42**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2023-08-04

Print Name & Title (General Contractor) — Signature — Date

Change Order Request 12

Sleeve Storm Drain at Bld. C East

Burns-Pacific Construction is requesting change order for the re-excavation of a previously install 8” storm drain line and the installation of a pipe sleeve and massive 5 cubic yard collar over the pipe.

On March 13, 2023 Mike Robles the onsite foreman for Burns-Pacific was instructed by the onsite DSA inspector that a sleeve was required on the 8” storm drain pipe at the north side of building C West where a garden wall was crossing over the pipe. The wall contractor had already started excavation of the wall footing and Mike Robles was instructed to install the sleeve. The utility plans do not call out a sleeve, the inspector is using a structural detail and applying it to a non-structural wall. So as not to delay the wall footing contractor and the progress of the job Burns-Pacific followed the request and did not have time to file a RFI or change order request.

The storm drain line was installed and inspected October 11, 2022 per plan, specifications and survey. The specifications in section 33 41 00 call out the following

3.4 A Piping Installation- The location and arrangement of piping layout take into account many design considerations. Install pipe as indicated, to the extent practical

3.10 1) Do not enclose, cover or put into service before inspection approval.

BURNS PACIFIC CONSTRUCTION, INC.
CONTRACTORS LICENSE NO. 394798

General Engineering and Building Contractors

CHANGE ORDER REQUEST WORKSHEET

BID FOR: Sleeve on Storm Drain Pipe at Bldg. C North
LOCATION: Rose Ave. Elementary School

CONTACT: Balfour Beatty Construction Inc.
13520 Evening Creek Drive Suite 270
San Diego, CA. 92128
Rafael Alamillo ralamillo@balfourbeattyus.com

BID NO: 5769
COR NO: 12
PO or RFI NO:
JOB NO: 21-17
PREVAILING WAGE:
BID DATE: 05/25/23

SCOPE OF WORK: Install sleeve and backfill with concrete under footing as instructed by onsite DSA inspector. Storm Drain was already installed and inspected by previous inspector. Inspector applied structural detail to a non-structural garden wall.

ITEM NO.			QTY	UM	UNIT PRICE	TOTAL
WORK ITEMS:						
1		Excavate to expose installed pipe.				
2		Install sleeve around pipe.				
3		Backfill with 8 cubic yards of concrete.				
4		Date 3/13/23				
5						
6						
7						
8						
9						
10						
ESTIMATED LABOR & EQUIPMENT COST:						
1		FOREMAN	4	HRS	$129.44	$0.00
2		OPERATOR	8	HRS	$126.55	$1,012.40
3	2	LABORERS	16	HRS	$98.03	$1,568.48
4		TEAMSTER		HRS	$93.08	$0.00
					LABOR TOTAL	**$2,580.88**
1		MOBILIZATION			$200.00	$0.00
2		CAT 305 MINI EXCAVATOR			$80.00	$0.00
3		CAT 420 BACKHOE	8	HRS	$60.00	$480.00
4		CAT 289D LOADER			$80.00	$0.00
5		WATER TRUCK			$40.00	$0.00
6		CREW TRUCK W/TOOLS			$45.00	$0.00
7		FLATBED DUMP TRUCK			$40.00	$0.00
8		FOREMAN TRUCK			$27.00	$0.00
9	T-29	3-AXLE DUMP TRUCK			$50.00	$0.00
10	T-31	4-AXLE DUMP TRUCK			$60.00	$0.00
11		SOD CUTTER			$250.00	$0.00
12		TRENCHER			$250.00	$0.00
13		(6) TRENCH PLATES			$30.00	$0.00
					EQUIPMENT TOTAL	**$480.00**
ESTIMATED MATERIAL COST						
1		State Ready Mix # 90166			$953.99	$953.99
2						$0.00
3						$0.00
4						$0.00
5						$0.00
					MATERIAL	$953.99
					TAX 9.25%	$88.2[illegible]
					MATERIAL & TAX TOTAL	**$1,042.2[illegible]**

DIRECT COSTS SUBTOTAL		$4,103.11
EQUIP & MATERIAL MARKUP	15%	$228.34
DIRECT COSTS TOTAL		**$4,331.45**
BOND FEE	1.50%	$64.97
GRAND TOTAL		**$4,396.42**

GENERAL EXCLUSIONS, QUALIFICATIONS & REMARKS:

1. ALL SPOILS GENERATED FROM EXCAVATION WILL BE HAULED OFF.
2. BID IS BASED UPON PLANS BY BRANDOW & JOHNSTON
3. BID WORKING NORMAL WORK HOURS 7AM TO 4PM
4. BID EXCLUDES PERMITS, FEES, ENGINEERING, SOIL TESTING AND BONDS.
5. BOND RATE 1.5% (IF APPLICABLE).
6. PRICE VALID FOR 30 DAYS.

BURNS PACIFIC CONSTRUCTION, INC.

DAILY WORK REPORT

Contractors License No. 394798

505 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91360
Office: 805-371-4171 Fax: 805-495-6014

Job No: 21-17
Daily No: 230313A
Date: 3-13-23
Day: Monday
Weather: Clear

For: Balfour Beatty

Project: Utilities

Foreman's Signature: Ed Solorio

			Straight Time			Overtime			Double Time			
	Position		Hrs	Rate	Amount	Hrs	Rate	Amount	Hrs	Rate	Amount	Total
E. Solorio	Foreman											
F. Moreno	Lab/For		8.0									
M. Robles	Pip/Labor		8.0									
J. Dillard	Operator		8.0									
											Labor Subtotal	

Unit No.	Equipment	Hours	Rate	Total	Materials / Sub-Contractors / Suppliers	Inv. Amt.
C-19	Utility Truck	8.0			State Ready Mix # 90166	
210E	JD Skip					
W-11	Water Truck					
B-10	Cat Backhoe	8.0				
		Equipment Subtotal			Vendor Subtotal	
					15%	
					Vendor Total	
					DAILY REPORT TOTAL	

WORK DESCRIPTION:

Trench and pour concrete reinforcement footings. On storm drain pipe.

RFI #--410

Balfour Beatty

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

Utilities Sleeving at Site/Patio Wall

TO:	Ruben Ruiz **(IBI Group)**	**FROM:**	Filbert Carbajal **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	07/06/2023	**STATUS:**	Open
LOCATION:		**DUE DATE:**	07/13/2023
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	Yes (Unknown)
COST IMPACT:	Yes (Unknown)	**SPEC SECTION:**	33 11 00 - Site Water Distribution
DRAWING NUMBER:	21/A8002	**REFERENCE:**	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Filbert Carbajal (Balfour Beatty) at 02:47 PM on 07/06/2023

Detail 21/A8002 “Site/Patio Wall” do not call out for the pipe(s) to be sleeved in concrete under the footings. There are storm drains and/or domestic water line(s) that run two feet below from the top of the pipe to the bottom of a site/patio wall footing. Please confirm if sleeving a pipe(s) in concrete under a site/patio wall is not required.

Awaiting an Official Response

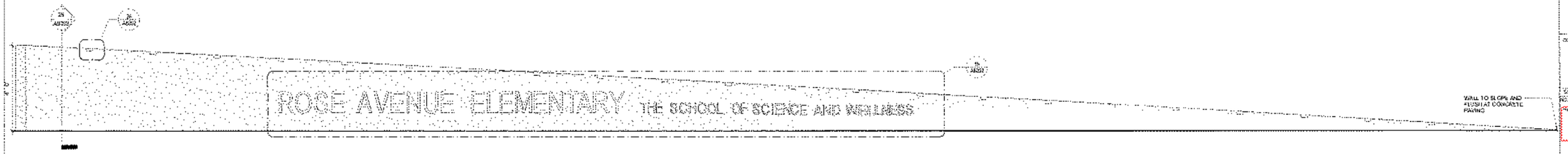
All Replies:

Provide encasement for all fluid carrying pipes passing below load bearing footings, per DSA Approved Detail 11/S8011.

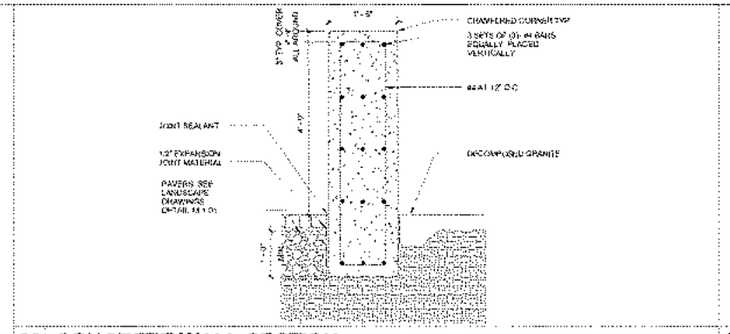
Ruben R.
Arcadis-IBI
07/14/2023

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

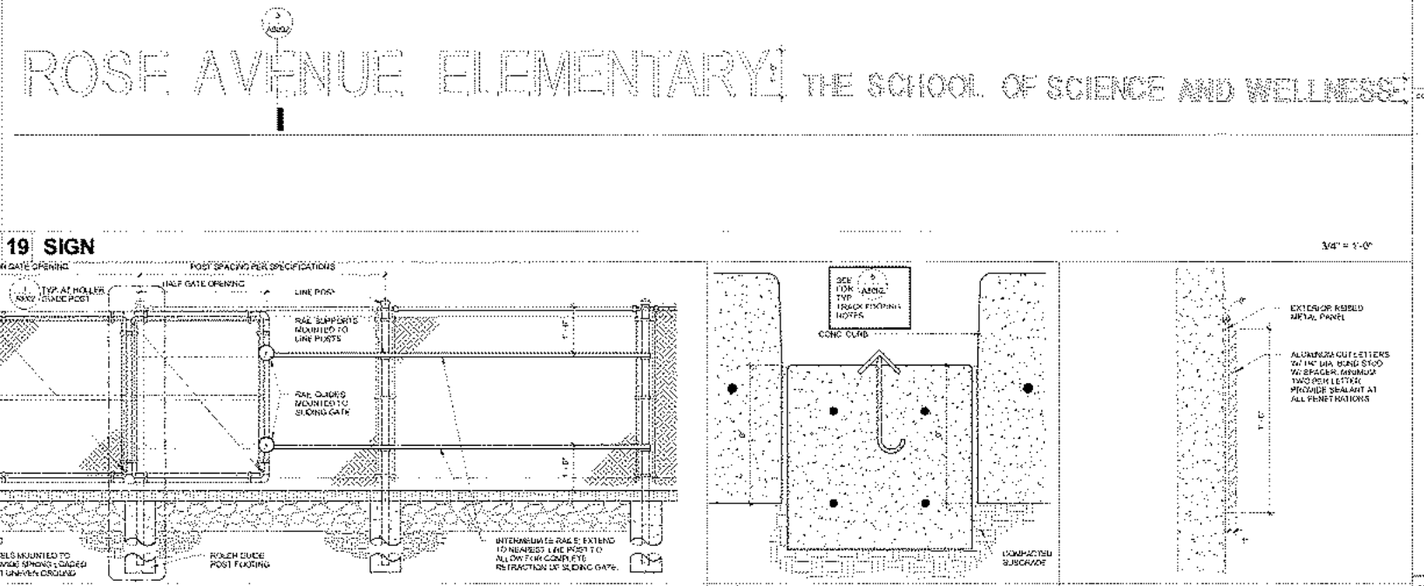
BY **DATE** **COPIES TO**



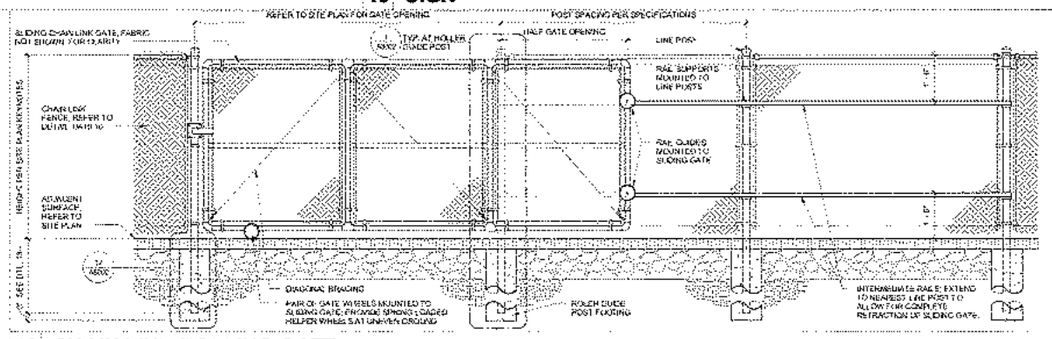
30 SLOPED WALL ELEVATION 1/2" = 1'-0"



29 CONCRETE WALL SECTION 3/4" = 1'-0"



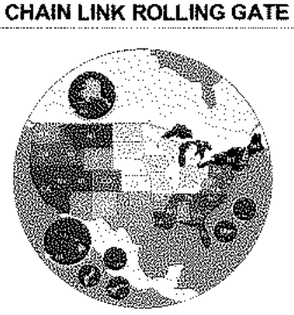
19 SIGN 3/4" = 1'-0"



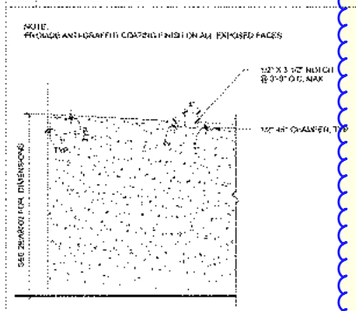
23 CHAIN LINK ROLLING GATE 1/2" = 1'-0"

8 ROLLING GATE TRACK 3" = 1'-0"

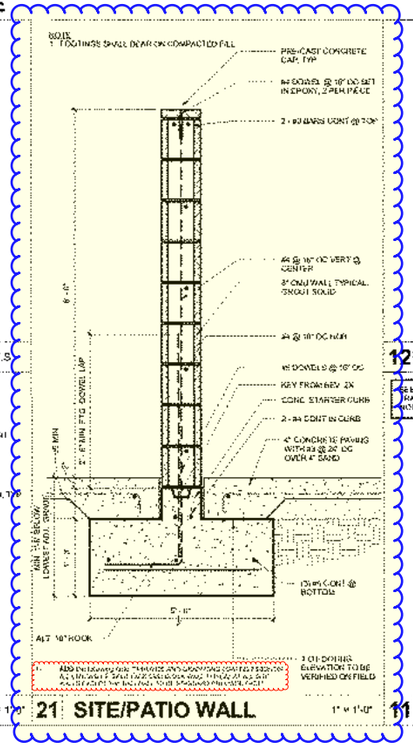
3 SIGN ATTACHMENT 3" = 1'-0"



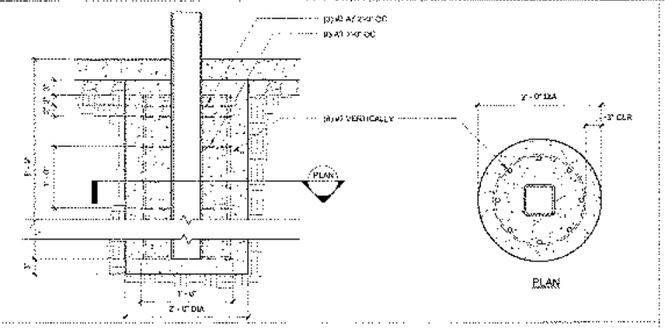
27 GRAPHIC N.T.S.



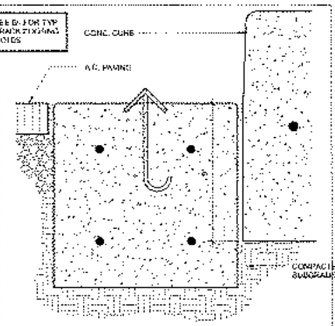
26 CONCRETE WALL ELEVATION 3/4" = 1'-0"



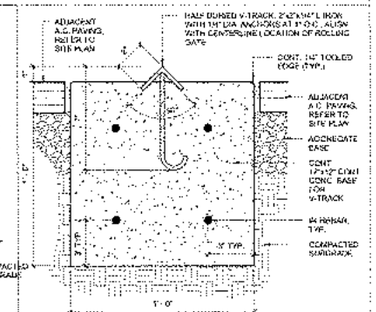
21 SITE/PATIO WALL 1" = 1'-0"



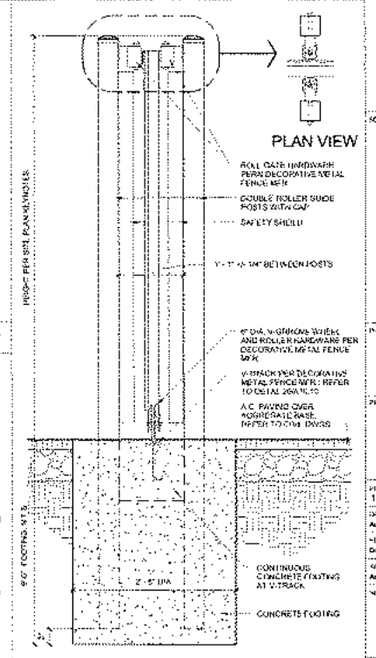
12 SLIDING GATE FOOTING 1" = 1'-0"



11 ROLLING GATE TRACK 3" = 1'-0"



6 ROLLING GATE TRACK 3" = 1'-0"



1 ROLLER GUIDE POST 1" = 1'-0"

CLIENT
OXNARD SCHOOL DISTRICT
220 S. Oxnard St, Oxnard, CA 93030

COPYRIGHT
IBI Group, A California Partnership

NO.	DESCRIPTION	DATE
1	ADDENDUM 1	10/26/2018

CONSULTANTS

AGENCY SUBMISSION

AGENCY SUBMITTED TO	FILE NO.
10/26/2018	19-02

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATORY SERVICES
03-119284
APPROVED
DATE: NOV 13 2018

SEAL

LICENSED ARCHITECT
JOHN ANTHONY LAST
No. 4231
STATE OF CALIFORNIA

PROJECT CONSULTANTS
IBI
315 W. 9th Street, Suite 600
Los Angeles, CA 90015
tel (213) 744-0251 fax (213) 749-0214
ibigroup.com

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

PROJECT No.	109990
DRAWN BY	CHECKED BY
Author	Checker
PRODUCT MGR	APPROVED BY
DesSpec	Approver
SCALE	DATE
As indicated	06/01/18

SHEET TITLE
SITE DETAILS

SHEET NUMBER
A8002 435

	Owner	[X]	Oxnard School District
Contingency	Architect	[X]	IBI Group
Draw	Contractor	[X]	Balfour Beatty
Request (CDR)	PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 099

Date: 8-4-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event #195 / CDR 099 - Relocate Installed Sewer line at Bldg C North Provide labor, equipment and materials to relocate installed sewer line from installed location per plan and survey away from Garden Wall footing as directed by onsite DSA inspector.	$ 4,022.77

☐ 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	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Flamillo	By : _____	By: _____
Date: 8/4/23	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	8-4-2023
Permit Number:	DSA# 03-119284	Change Event No.:	195
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Michael Brewer - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event #195 / CDR 099 - Relocate Installed Sewer line at Bldg C North

Provide labor, equipment and materials to relocate installed sewer line from installed location per plan and survey away from Garden Wall footing as directed by onsite DSA inspector.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
			Subtotal A:	**$ -**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Burns Pacific	$	4,022.77		
			Subtotal B:	**$ 4,022.77**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
			Subtotal D:	**$ -**
E. Bond at 1.5% **$ -**	0%		**Subtotal E:**	**$ -**
Grand Total = (A + B + C + D + E)				**$ 4,022.77**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2023-08-04

Print Name & Title (General Contractor) — Signature — Date

Change Order Request 14

Relocate Sewer Away from Wall Footing

Burns-Pacific Construction is requesting a change order for the relocation of a previously installed 6” sewer pipe at the north side of building C-East which was in conflict with the garden wall footing.

On April 19, 2023 Mike Robles was instructed by the onsite DSA inspector to remove and relocate the 6” sewer line install at the north side of building C-East due to its location to the garden wall footing. Burns-Pacific removed the sewer line so the wall contractor could complete his work and not hold up the schedule.

The sewer line was re-installed after the wall contractor had completed his work to a new location away from the footing. The sewer line was installed per plan, survey and specifications and inspected on April 25, 2022.

BURNS PACIFIC CONSTRUCTION, INC.
CONTRACTORS LICENSE NO. 394798

General Engineering and Building Contractors

CHANGE ORDER REQUEST WORKSHEET

BID FOR: Relocate installed sewer line at Bldg. C East
LOCATION: Rose Ave. Elementary School

CONTACT: Balfour Beatty Construction Inc.
13520 Evening Creek Drive Suite 270
San Diego, CA. 92128

BID NO: 5769
COR NO: 14
PO or RFI NO:
JOB NO: 21-17
PREVAILING WAGE:
BID DATE: 05/31/23

SCOPE OF WORK: Relocate installed sewer line from installed location per plan and survey away from Gaeden Wall footing. Work as directed by onsite DSA inspector

ITEM NO.			QTY	UM	UNIT PRICE	TOTAL
WORK ITEMS:						
1		Excavate installed pipe and remove				
2		Backfill trench.				
3		Excavate installed new trench				
4		Install new pipe				
5		Backfill.				
6						
7						
8						
9						
10						
ESTIMATED LABOR & EQUIPMENT COST:						
1		FOREMAN		HRS	$130.89	$0.00
2		OPERATOR	8	HRS	$126.55	$1,012.40
3		LABORERS	16	HRS	$98.03	$1,568.48
4		TEAMSTER		HRS	$99.72	$0.00
					LABOR TOTAL	**$2,580.88**
1		MOBILIZATION			$200.00	$0.00
2		CAT 305 MINI EXCAVATOR			$80.00	$0.00
3		CAT 420 BACKHOE	8	HRS	$60.00	$480.00
4		CAT 289D LOADER			$80.00	$0.00
5		WATER TRUCK	8	HRS	$40.00	$320.00
6		CREW TRUCK W/TOOLS	8	HRS	$40.00	$320.00
7		FLATBED DUMP TRUCK			$40.00	$0.00
8		FOREMAN TRUCK			$25.00	$0.00
9	T-29	3-AXLE DUMP TRUCK			$50.00	$0.00
10	T-31	4-AXLE DUMP TRUCK			$60.00	$0.00
11		4" PUMP			$200.00	$0.00
12		AIR COMPRESSOR			$50.00	$0.00
13		(6) TRENCH PLATES			$30.00	$0.00
					EQUIPMENT TOTAL	**$1,120.00**
ESTIMATED MATERIAL COST						
1		Pipe and Fittings	1	LS	$75.00	$75.00
2						$0.00
3						$0.00
4						$0.00
5						$0.00
					MATERIAL	$75.00
				TAX	9.50%	$7.13
					MATERIAL & TAX TOTAL	**$82.13**

DIRECT COSTS SUBTOTAL		$3,783.01
EQUIP & MATERIAL MARKUP	15%	$180.32
DIRECT COSTS TOTAL		**$3,963.32**
BOND FEE	1.50%	$59.45
GRAND TOTAL		**$4,022.77**

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.

BURNS PACIFIC CONSTRUCTION, INC.

Contractors License No. 394798

DAILY WORK REPORT

505 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91360
Office: 805-371-4171 Fax: 805-495-6014

Job No: 21-17
Daily No: 230419A
Date: 4-19-23
Day: Wednesday
Weather: Clear

For: Balfour Beatty

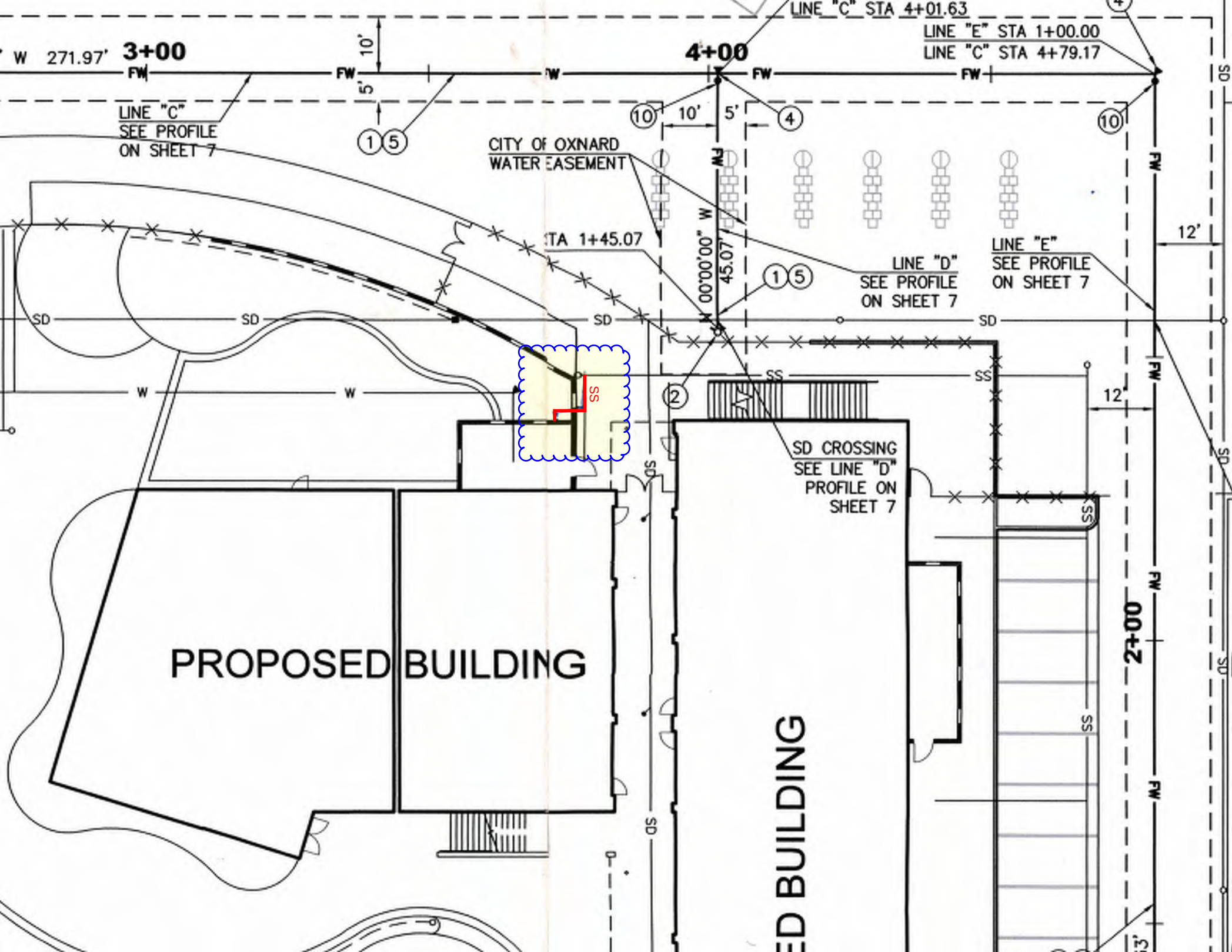
Project: Utilities

Foreman's Signature: Ed Solorio

			Straight Time			Overtime			Double Time			
	Position		Hrs	Rate	Amount	Hrs	Rate	Amount	Hrs	Rate	Amount	Total
E. Solorio	Foreman											
F. Moreno	Lab/For											
M. Robles	Laborer		8.0			1.0						
K. Mendoza	Operator		8.0									
M. Buenrostro	Laborer		8.0									
											Labor Subtotal	

Unit No.	Equipment	Hours	Rate	Total	Materials / Sub-Contractors / Suppliers	Inv. Amt.
C-19	Utility Truck	8.0				
210E	JD Skip					
W-14	Water Truck	8.0				
B-10	Cat Backhoe	8.0				
			Equipment Subtotal		Vendor Subtotal	
					15%	
					Vendor Total	
WORK DESCRIPTION:					DAILY REPORT TOTAL	

Sleeving under proposed footings cut some of the sewer out of the footing to relocate around the footings. Prep for pouring sleeves.


W 271.97'
3+00
4+00
LINE "C" STA 4+01.63
LINE "E" STA 1+00.00
LINE "C" STA 4+79.17
LINE "C"
SEE PROFILE
ON SHEET 7
CITY OF OXNARD
WATER EASEMENT
STA 1+45.07
N 00°00'00" W
45.07'
LINE "D"
SEE PROFILE
ON SHEET 7
LINE "E"
SEE PROFILE
ON SHEET 7
SD CROSSING
SEE LINE "D"
PROFILE ON
SHEET 7
PROPOSED BUILDING
PROPOSED BUILDING
2+00
10'
5'
12'
FW
SD
SS
W

Contingency Draw Request (CDR)

Owner	[X]	Oxnard School District
Architect	[X]	IBI Group
Contractor	[X]	Balfour Beatty
PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 100

Date: 8-4-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event #196 / CDR 100 - Relocate Installed Fire Water and Domestic Water at Kindergarten Site Wall Provide labor, equipment and materials to relocate installed Fire Water and Domestic Water line already installed per plan and surveying and inspected. Water lines were in conflict with Garden Wall footings. Work done as directed by DSA inspector.	$ 16,139.57

☐ 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	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Flamillo	By : _____	By: _____
Date: 8/4/23	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	8-4-2023
Permit Number:	DSA# 03-119284	Change Event No.:	196
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Michael Brewer - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event #196 / CDR 100 - Relocate Installed Fire Water and Domestic Water at Kindergarten Site Wall

Provide labor, equipment and materials to relocate installed Fire Water and Domestic Water line already installed per plan and surveying and inspected. Water lines were in conflict with Garden Wall footings. Work done as directed by DSA inspector.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Burns Pacific	$	16,139.57		
		Subtotal B:	**$**	**16,139.57**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:	**$**	**-**
E. Bond at 1.5% **$** -	0%	**Subtotal E:**	**$**	**-**
Grand Total = (A + B + C + D + E)			**$**	**16,139.57**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2023-08-04

Print Name & Title (General Contractor) — Signature — Date

Change Order Request 15

Relocate Fire and Domestic Water Lines

Burns-Pacific Construction is requesting a change order for the relocation of previously installed fire and domestic water lines behind building C-South at La Puerta Street.

On May 1, 2023 Mike Robles was instructed by the onsite DSA inspector to move the domestic water line and fire water line away from the footing of a garden wall to be installed at building C-South. Burns-Pacific moved the water lines to avoid delaying the wall contractor. No time was given to place an RFI or change order request.

The water lines were installed per plan, surveying and specifications April 29, 2022. The waterlines were also approved by the onsite DSA inspector prior to being backfilled.

BURNS PACIFIC CONSTRUCTION, INC.
CONTRACTORS LICENSE NO. 394798

General Engineering and Building Contractors

CHANGE ORDER REQUEST WORKSHEET

BID FOR: Relocate Fire and Domestic Water Lines at La Puerta
LOCATION: Rose Ave. Elementary School

CONTACT: Balfour Beatty Construction Inc.
13520 Evening Creek Drive Suite 270
San Diego, CA. 92128
Rafael Alamillo ralamillo@balfourbeattyus.com

BID NO: 5769
COR NO: 15
PO or RFI NO:
JOB NO: 21-17
PREVAILING WAGE:
BID DATE: 06/05/23

SCOPE OF WORK: Relocate installed Fire Water and Domestic Water line already installed per plan and surveying and inspected. Water lines were in conflict with Garden Wall footings. Work done as directed by DSA inspector.

ITEM NO.			QTY	UM	UNIT PRICE	TOTAL
WORK ITEMS:						
1		Excavate and remove apx. 30 feet installed pipe.				
2		Backfill and compact trench.				
3		Excavate new trench				
4		Install pipe at new location.				
5		Pour thrust blocks.				
6		Backfill and compact trench.				
7						
8						
9						
10						
ESTIMATED LABOR & EQUIPMENT COST:						
1		FOREMAN	4	HRS	$130.89	$523.56
2		OPERATOR	32	HRS	$126.55	$4,049.60
3	2	LABORERS	63	HRS	$98.03	$6,175.89
4		TEAMSTER		HRS	$99.72	$0.00
					LABOR TOTAL	**$10,749.05**
1		MOBILIZATION			$200.00	$0.00
2		CAT 305 MINI EXCAVATOR			$80.00	$0.00
3		CAT 420 BACKHOE	32		$60.00	$1,920.00
4		CAT 289D LOADER			$80.00	$0.00
5		WATER TRUCK	32		$40.00	$1,280.00
6		CREW TRUCK W/TOOLS	32		$40.00	$1,280.00
7		FLATBED DUMP TRUCK			$40.00	$0.00
8		FOREMAN TRUCK			$25.00	$0.00
9	T-29	3-AXLE DUMP TRUCK			$50.00	$0.00
10	T-31	4-AXLE DUMP TRUCK			$60.00	$0.00
11		4" PUMP			$200.00	$0.00
12		AIR COMPRESSOR			$50.00	$0.00
13		(6) TRENCH PLATES			$30.00	$0.00
					EQUIPMENT TOTAL	**$4,480.00**
ESTIMATED MATERIAL COST						
1		Coastal Pipco # 217521	1	LS	$79.86	$79.86
2		Famcon # S10010216.001	1	LS		$0.00
3		Coastal Pipco # 217796	1	LS	$28.09	$28.09
4						$0.00
5						$0.00
					MATERIAL	$0.00
				TAX	9.50%	$0.00
					MATERIAL & TAX TOTAL	**$0.00**

DIRECT COSTS SUBTOTAL		$15,229.05
EQUIP & MATERIAL MARKUP	15%	$672.00
DIRECT COSTS TOTAL		**$15,901.05**
BOND FEE	1.50%	$238.52
GRAND TOTAL		**$16,139.57**

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.

BURNS PACIFIC CONSTRUCTION, INC.

DAILY WORK REPORT

Contractors License No. 394798

505 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91360
Office: 805-371-4171 Fax: 805-495-6014

Job No: 21-17
Daily No: 230501A
Date: 5-01-23
Day: Monday
Weather: Clear

For: Balfour Beatty

Project: Utilities

Foreman's Signature: Ed Solorio

			Straight Time			Overtime			Double Time			
	Position		Hrs	Rate	Amount	Hrs	Rate	Amount	Hrs	Rate	Amount	Total
E. Solorio	Foreman											
F. Moreno	Lab/For		5.0	✓								
M. Robles	Laborer		8.0	✓								
K. Mendoza	Operator		8.0	✓								
											Labor Subtotal	

Unit No.	Equipment	Hours	Rate	Total
C-19	Utility Truck	8.0		
210E	JD Skip			
W-14	Water Truck	8.0		
B-10	Cat Backhoe	8.0		
	Equipment Subtotal			

Materials / Sub-Contractors / Suppliers	Inv. Amt.
Vendor Subtotal	
15%	
Vendor Total	
DAILY REPORT TOTAL	

WORK DESCRIPTION:

Dig up and expose 6 and 3 inch water lines. On the La Puerta side,

BURNS PACIFIC CONSTRUCTION, INC.

DAILY WORK REPORT

Contractors License No. 394798

505 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91360
Office: 805-371-4171 Fax: 805-495-6014

Job No: 21-17
Daily No: 230509A
Date: 5-09-23
Day: Tuesday
Weather: Clear

For: Balfour Beatty

Project: Utilities

Foreman's Signature: Ed Solorio

			Straight Time			Overtime			Double Time			
	Position		Hrs	Rate	Amount	Hrs	Rate	Amount	Hrs	Rate	Amount	Total
E. Solorio	Foreman											
F. Moreno	Lab/For											
M. Robles	Laborer		8.0									
K. Mendoza	Operator		8.0									
R. Padilla	Laborer		8.0									
											Labor Subtotal	

Unit No.	Equipment	Hours	Rate	Total	Materials / Sub-Contractors / Suppliers	Inv. Amt.
C-19	Utility Truck	8.0			Famcon Pipe # S100102016.001	
210E	JD Skip				Coastal pipco # 217521	$79.86
W-14	Water Truck	8.0				
B-10	Cat Backhoe	8.0				
			Equipment Subtotal		Vendor Subtotal	$79.86
					15%	$11.98
					Vendor Total	$91.84
					DAILY REPORT TOTAL	$91.84

WORK DESCRIPTION:

Working on 3 domestic lines rerouting out of the footings. Also sleeve prep work.

BURNS PACIFIC CONSTRUCTION, INC.

DAILY WORK REPORT

Contractors License No. 394798

505 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91360
Office: 805-371-4171 Fax: 805-495-6014

Job No: 21-17
Daily No: 230510A
Date: 5-10-23
Day: Wednesday
Weather: Clear

For: Balfour Beatty

Project: Utilities

Foreman's Signature: Ed Solorio

			Straight Time			Overtime			Double Time			
	Position		Hrs	Rate	Amount	Hrs	Rate	Amount	Hrs	Rate	Amount	Total
E. Solorio	Foreman											
F. Moreno	Lab/For											
M. Robles	Laborer		8.0									
K. Mendoza	Operator		8.0									
R. Padilla	Laborer		8.0									
											Labor Subtotal	

Unit No.	Equipment	Hours	Rate	Total
C-19	Utility Truck	8.0		
210E	JD Skip			
W-14	Water Truck	8.0		
B-10	Cat Backhoe	8.0		
	Equipment Subtotal			

Materials / Sub-Contractors / Suppliers	Inv. Amt.
Famcon Pipe and Supply # S100102141.003	
Famcon Pipe and Supply # S100102145.001	
Famcon Pipe and supply # S100102126.001	
Vendor Subtotal	
15%	
Vendor Total	
DAILY REPORT TOTAL	

WORK DESCRIPTION:

Installing 6 inch fitting for invert and prep for sleeves.

BURNS PACIFIC CONSTRUCTION, INC.

DAILY WORK REPORT

Contractors License No. 394798

505 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91360
Office: 805-371-4171 Fax: 805-495-6014

Job No: 21-17
Daily No: 230511A
Date: 5-11-23
Day: Thursday
Weather: Clear

For: Balfour Beatty

Project: Utilities

Foreman's Signature: Ed Solorio

			Straight Time			Overtime			Double Time			
	Position		Hrs	Rate	Amount	Hrs	Rate	Amount	Hrs	Rate	Amount	Total
E. Solorio	Foreman											
F. Moreno	Lab/For											
M. Robles	Laborer		8.0	✓								
K. Mendoza	Operator		8.0	✓								
R. Padilla	Laborer		8.0	✓								
											Labor Subtotal	

Unit No.	Equipment	Hours	Rate	Total
C-19	Utility Truck	8.0		
210E	JD Skip			
W-14	Water Truck	8.0		
B-10	Cat Backhoe	8.0		
			Equipment Subtotal	

Materials / Sub-Contractors / Suppliers	Inv. Amt.
Famcon Pipe and Supply # S100102199.002	
Coastal Pipco #217796	$25.09
Vendor Subtotal	$25.09
15%	$3.76
Vendor Total	$28.85
DAILY REPORT TOTAL	$28.85

WORK DESCRIPTION:

Installed the 6 inch invert to the backflow device location. Anchored and prep for thrust block.

Contingency Draw Request (CDR)

Owner	[X]	Oxnard School District
Architect	[X]	IBI Group
Contractor	[X]	Balfour Beatty
PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 101

Date: 2-6-2024

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event #197 / CDR 10 Additional Storm Drain Cleanouts Provide labor, equipment and materials to install additional storm drain clean-outs, not on utility plans as directed by onsite DSA inspector.	$ 11,816.44

☐ The cost of this work will be drawn from Contractor Contingency:

☐ The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2/6/24	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

Attached is a Utility Plan with the locations of the added storm drain clean-outs shown in red.

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	2-6-2024
Permit Number:	DSA# 03-119284	Change Event No.:	197
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event #197 / CDR 101 Additional Storm Drain Cleanouts

Provide labor, equipment and materials to install additional storm drain clean-outs, not on utility plans as directed by onsite DSA inspector.

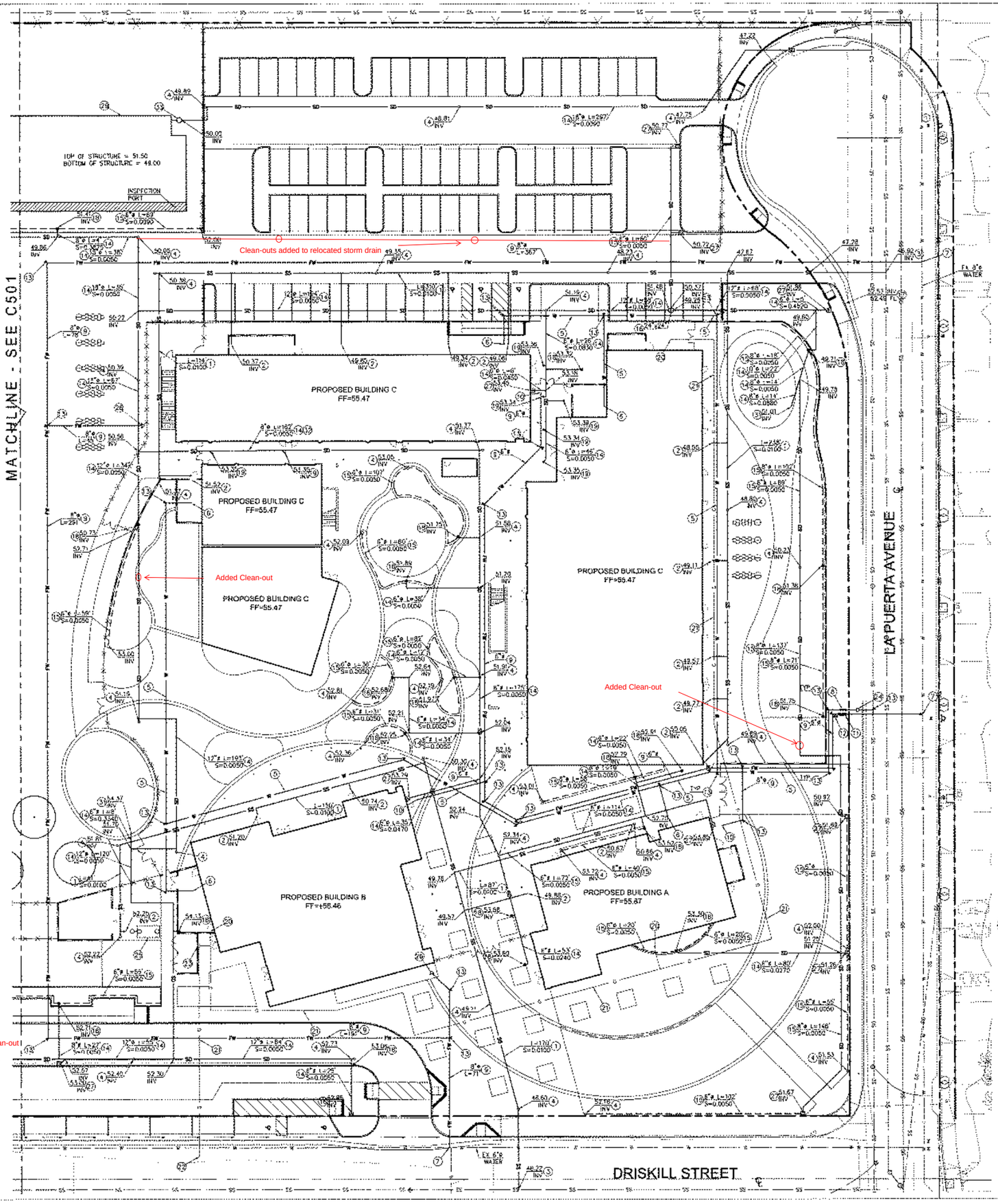
A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Burns Pacific	$	11,816.44		
		Subtotal B:	**$**	**11,816.44**
C. General Contractor's Cost				
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1.5%		**Subtotal E:**	**$**	**-**
Grand Total = (A + B + C + D + E)			**$**	**11,816.44**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2024-02-06

Print Name & Title (General Contractor) — Signature — Date



CONSTRUCTION NOTES:

1. INSTALL 6" ADS SANITARY SEWER PIPE AT 1% MINIMUM SLOPE.
2. CONNECT TO BUILDING SEWER. COORDINATE SIZE AND LOCATION WITH PLUMBING PLANS.
3. CONNECT TO CITY SEWER MAIN LINE. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD.
4. INSTALL CLEANOUT. SEE DETAIL 5 ON SHEET C202.
5. INSTALL 3" PVC SCH40 DOMESTIC WATER LINE.
6. CONNECT TO BUILDING DOMESTIC WATER. COORDINATE SIZE AND LOCATION WITH PLUMBING PLANS.
7. CONNECT TO CITY WATER MAIN LINE. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH WATER PURVEYOR.
8. INSTALL REDUCED PRESSURE PRINCIPAL ASSEMBLY, WILKINS OR APPROVED EQUAL, SIZE TO MATCH THE SIZE OF SERVICE.
9. INSTALL PVC FIRE WATER LINE, PER AWWA C-900, CLASS 200 W/ D.I. FITTINGS. SIZE PER PLAN.
10. CONNECT TO BUILDING FIRE RISER. COORDINATE SIZE AND LOCATION WITH FIRE SPRINKLER/PLUMBING PLANS.
11. INSTALL 6" DOUBLE DETECTOR CHECK ASSEMBLY WITH FDC, WILKINS MODEL 350ADA OR APPROVED EQUAL. INSTALL TAMPER SWITCH AND CHAIN & LOCK BOX TO SECURE THE VALVES IN OPEN POSITION. SEE DETAIL 9 ON SHEET C202.
12. FIRE DEPARTMENT CONNECTION (FDC).
13. INSTALL THRUST BLOCK. SEE DETAIL 8 ON SHEET C202.
14. INSTALL HDPE STORM DRAIN PIPE. SIZE PER PLAN.
15. INSTALL HDPE PERFORMATED PIPE PER DETAIL 3 ON SHEET C202. SIZE PER PLAN.
16. INSTALL BUBBLER CATCH BASIN WITH FILTER INSERT PER DETAIL 4 ON SHEET C202. SIZE PER PLAN.
17. INSTALL PARKWAY DRAIN PER STREET IMPROVEMENT PLANS.
18. INSTALL 12"x12" CATCH BASIN WITH FILTER INSERT PER BROOKS PRODUCTS OR APPROVED EQUAL.
19. INSTALL 6" AREA DRAIN PER NDS PRODUCT OR APPROVED EQUAL.
20. CONNECT TO BUILDING GAS. COORDINATE SIZE AND LOCATION WITH PLUMBING PLANS.
21. INSTALL 2" SDR 11 GAS LINE, MANUFACTURED ACCORDING TO ASTM D2513.
22. CONNECT TO CITY GAS MAIN LINE. VERIFY IN FIELD LOCATION AND ELEVATION. COORDINATE WITH CITY OF OXNARD.
23. INSTALL GAS METER PER PLUMBING PLAN
24. INSTALL WATER METER. COORDINATE WITH WATER PURVEYOR.
25. INSTALL GREASE INTERCEPTOR PER PLUMBING PLAN.
26. INSTALL NEW FIRE HYDRANT PER CITY OF OXNARD STANDARDS.
27. INSTALL 24"x24" CATCH BASIN WITH FILTER INSERT PER BROOKS PRODUCTS OR APPROVED EQUAL.
28. EXISTING 3"ø IRRIGATION LINE. SEE LANDSCAPE PLANS FOR CONTINUATION.
29. INSTALL STORMTECH INFILTRATION STRUCTURE PER SHEET C203.
30. INSTALL CURB DRAIN PER STREET IMPROVEMENT PLANS.
31. CONNECT TO PLAYGROUND'S SUBDRAINAGE. COORDINATE SIZE AND LOCATION WITH LANDSCAPE PLANS.
32. ENCASE PIPE WITH CONCRETE.
33. INSTALL NYLOPLAST MANHOLE STRUCTURE PER DETAIL 7 SHEET C202.

LEGEND

- PROPERTY LINE
- CENTER LINE
- LIMITS OF BUILDING OVEREXCAVATION
- FENCE
- EXIST. FENCE
- PERFORATED PIPE
- G — GAS MAIN
- SS — SANITARY SEWER
- SD — STORM DRAIN
- W — WATER MAIN
- RW — RECLAIMED WATER
- FW — FIRE WATER
- E — ELECTRIC CABLE (FOR REF. ONLY)
- T — TELEPHONE (FOR REF. ONLY)
- G — EXIST. GAS MAIN
- SS — EXIST. SANITARY SEWER
- SD — EXIST. STORM DRAIN
- W — EXIST. WATER MAIN
- RW — EXIST. RECLAIMED WATER
- FW — EXIST. FIRE WATER
- E — EXIST. ELECTRIC U/G CABLE
- T — EXIST. TELEPHONE
- ADA PATH OF TRAVEL
- EXISTING RETAINING WALL
- EXISTING SCREEN WALL
- EXISTING VALVE
- EXISTING FIRE HYDRANT

UTILITY PLAN

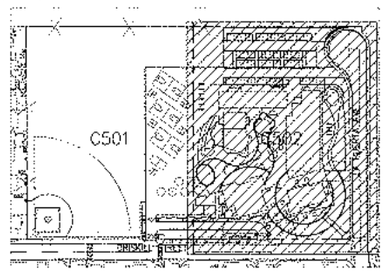
NORTH

0' 10' 20' 40'

GRAPHIC SCALE : 1"=20'

SHEET NOTE:

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



KEY MAP

NORTH

0' 75' 150' 300'

GRAPHIC SCALE : 1"=150'

CLIENT
OXNARD SCHOOL DISTRICT
220 S. Driskill St, Oxnard, CA 93030

CONSULTANT

NO.	ISSUANCE	DATE

STRUCTURAL ENGINEER
BRANDOW & JOHNSTON
STRUCTURAL CIVIL ENGINEERS (BJ) 1956, INC.
EST. 1949

AGENCY INFORMATION
AGENCY TRACKING NO. 22508 NO. | FILE NO. 56-22
IDENTIFICATION STAMP
DIV OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
03-119284
DATE 11 DEC 2018

SEAL
LICENSED ARCHITECT
REN 4221
STATE OF CALIFORNIA

MECHANICAL ENGINEER
IBI
315 W 9th Street, Suite 705
Los Angeles, CA 90015
tel (213) 489-2611 fax (213) 489-2615
ibigroup.com

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

PROJECT NO
109990

DRAWN BY: Author	CHECKED BY: Checker
PROJECT MGR: Designer	APPROVED BY: Approver
SCALE:	DATE: 08/30/2019

SHEET TITLE
UTILITY PLAN

SHEET NUMBER
C502

PAGE
454

Change Order Request 16

Additional Storm Drain Clean-Outs

Burns-Pacific Construction is requesting a change order for additional storm drain clean-outs added to a previously installed 8” storm drain line located in the east parking lot off of La Puerta Street.

On February 13, 2023, Mike Robles was instructed by the DSA inspector to add 3 additional clean-outs to a previously installed storm drain line. The line was installed per the utility plan, survey and specifications and inspected before being backfilled in. The onsite inspector requested a clean-out every 100 feet. There is no requirement stated on the plans or in the specifications that require clean-outs for storm drain at every 100 feet. Per direction from the DSA inspector, the clean-outs were added to not impact the site work activities.

Provide As-Built Drawing to where these were installed.

BURNS PACIFIC CONSTRUCTION, INC.
CONTRACTORS LICENSE NO. 394798

General Engineering and Building Contractors

CHANGE ORDER REQUEST WORKSHEET

BID FOR: Additional Storm Drain Clean-Outs
LOCATION: Rose Ave. Elementary School

CONTACT: Balfour Beatty Construction Inc.
13520 Evening Creek Drive Suite 270
San Diego, CA. 92128
Rafael Alamillo ralamillo@balfourbeattyus.com

BID NO: 5769
COR NO: 16
PO or RFI NO:
JOB NO: 21-17
PREVAILING WAGE:
BID DATE: 06/05/23

SCOPE OF WORK: Install additional storm drain clean-outs, not on utility plans as directed by onsite DSA inspector.

	ITEM NO.		QTY	UM	UNIT PRICE	TOTAL
WORK ITEMS:						
1		Pothole and locatae pipe.				
2		Expose and add clean out fittings.				
3		Pour concrete collar.				
4						
5						
6						
7						
8						
9						
10						
ESTIMATED LABOR & EQUIPMENT COST:						
1		FOREMAN		HRS	$130.89	$0.00
2		OPERATOR	32	HRS	$126.55	$4,049.60
3		LABORERS	32	HRS	$98.03	$3,136.96
4		TEAMSTER		HRS	$99.72	$0.00
					LABOR TOTAL	**$7,186.56**
1		MOBILIZATION			$200.00	$0.00
2		CAT 305 MINI EXCAVATOR			$80.00	$0.00
3		CAT 420 BACKHOE	24		$60.00	$1,440.00
4		CAT 289D LOADER			$80.00	$0.00
5		WATER TRUCK			$40.00	$0.00
6		CREW TRUCK W/TOOLS	32		$40.00	$1,280.00
7		FLATBED DUMP TRUCK			$40.00	$0.00
8		FOREMAN TRUCK			$25.00	$0.00
9	T-29	3-AXLE DUMP TRUCK			$50.00	$0.00
10	T-31	4-AXLE DUMP TRUCK			$60.00	$0.00
11		4" PUMP			$200.00	$0.00
12		AIR COMPRESSOR			$50.00	$0.00
13		(6) TRENCH PLATES			$30.00	$0.00
					EQUIPMENT TOTAL	**$2,720.00**
ESTIMATED MATERIAL COST						
1		Clean-Out Boxes	3	EA	$268.00	$804.00
2		Concrete	1	CY	$250.00	$250.00
3						$0.00
4						$0.00
5						$0.00
					MATERIAL	$1,054.00
				TAX	9.50%	$100.13
					MATERIAL & TAX TOTAL	**$1,154.13**

DIRECT COSTS SUBTOTAL		$11,060.69
EQUIP & MATERIAL MARKUP	15%	$581.12
DIRECT COSTS TOTAL		**$11,641.81**
BOND FEE	1.50%	$174.63
GRAND TOTAL		**$11,816.44**

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.

BURNS PACIFIC CONSTRUCTION, INC.

DAILY WORK REPORT

Contractors License No. 394798

505 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91360
Office: 805-371-4171 Fax: 805-495-6014

Job No: 21-17
Daily No: 230501A
Date: 5-01-23
Day: Monday
Weather: Clear

For: Balfour Beatty

Project: Utilities

Foreman's Signature: Ed Solorio

			Straight Time			Overtime			Double Time			
	Position		Hrs	Rate	Amount	Hrs	Rate	Amount	Hrs	Rate	Amount	Total
E. Solorio	Foreman											
F. Moreno	Lab/For		5.0	✓								
M. Robles	Laborer		8.0	✓								
K. Mendoza	Operator		8.0	✓								
											Labor Subtotal	

Unit No.	Equipment	Hours	Rate	Total
C-19	Utility Truck	8.0		
210E	JD Skip			
W-14	Water Truck	8.0		
B-10	Cat Backhoe	8.0		
	Equipment Subtotal			

Materials / Sub-Contractors / Suppliers	Inv. Amt.
Vendor Subtotal	
15%	
Vendor Total	
DAILY REPORT TOTAL	

WORK DESCRIPTION:

Dig up and expose 6 and 3 inch water lines. On the La Puerta side,

BURNS PACIFIC CONSTRUCTION, INC.

DAILY WORK REPORT

Contractors License No. 394798

505 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91360
Office: 805-371-4171 Fax: 805-495-6014

Job No: 21-17
Daily No: 230509A
Date: 5-09-23
Day: Tuesday
Weather: Clear

For: Balfour Beatty

Project: Utilities

Foreman's Signature: Ed Solorio

			Straight Time			Overtime			Double Time			
	Position		Hrs	Rate	Amount	Hrs	Rate	Amount	Hrs	Rate	Amount	Total
E. Solorio	Foreman											
F. Moreno	Lab/For											
M. Robles	Laborer		8.0									
K. Mendoza	Operator		8.0									
R. Padilla	Laborer		8.0									
											Labor Subtotal	

Unit No.	Equipment	Hours	Rate	Total	Materials / Sub-Contractors / Suppliers	Inv. Amt.
C-19	Utility Truck	8.0			Famcon Pipe # S100102016.001	
210E	JD Skip				Coastal pipco # 217521	$79.86
W-14	Water Truck	8.0				
B-10	Cat Backhoe	8.0				
			Equipment Subtotal		Vendor Subtotal	$79.86
					15%	$11.98
					Vendor Total	$91.84
					DAILY REPORT TOTAL	$91.84

WORK DESCRIPTION:

Working on 3 domestic lines rerouting out of the footings. Also sleeve prep work.

BURNS PACIFIC CONSTRUCTION, INC.

DAILY WORK REPORT

Contractors License No. 394798

505 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91360
Office: 805-371-4171 Fax: 805-495-6014

Job No: 21-17
Daily No: 230510A
Date: 5-10-23
Day: Wednesday
Weather: Clear

For: Balfour Beatty

Project: Utilities

Foreman's Signature: Ed Solorio

			Straight Time			Overtime			Double Time			
	Position		Hrs	Rate	Amount	Hrs	Rate	Amount	Hrs	Rate	Amount	Total
E. Solorio	Foreman											
F. Moreno	Lab/For											
M. Robles	Laborer		8.0									
K. Mendoza	Operator		8.0									
R. Padilla	Laborer		8.0									
											Labor Subtotal	

Unit No.	Equipment	Hours	Rate	Total	Materials / Sub-Contractors / Suppliers	Inv. Amt.
C-19	Utility Truck	8.0			Famcon Pipe and Supply # S100102141.003	
210E	JD Skip				Famcon Pipe and Supply # S100102145.001	
W-14	Water Truck	8.0			Famcon Pipe and supply # S100102126.001	
B-10	Cat Backhoe	8.0				
	Equipment Subtotal				Vendor Subtotal	
					15%	
					Vendor Total	
					DAILY REPORT TOTAL	

WORK DESCRIPTION:

Installing 6 inch fitting for invert and prep for sleeves.

BURNS PACIFIC CONSTRUCTION, INC.

DAILY WORK REPORT

Contractors License No. 394798

505 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91360
Office: 805-371-4171 Fax: 805-495-6014

Job No: 21-17
Daily No: 230511A
Date: 5-11-23
Day: Thursday
Weather: Clear

For: Balfour Beatty

Project: Utilities

Foreman's Signature: Ed Solorio

			Straight Time			Overtime			Double Time			
	Position		Hrs	Rate	Amount	Hrs	Rate	Amount	Hrs	Rate	Amount	Total
E. Solorio	Foreman											
F. Moreno	Lab/For											
M. Robles	Laborer		8.0	✓								
K. Mendoza	Operator		8.0	✓								
R. Padilla	Laborer		8.0	✓								
											Labor Subtotal	

Unit No.	Equipment	Hours	Rate	Total
C-19	Utility Truck	8.0		
210E	JD Skip			
W-14	Water Truck	8.0		
B-10	Cat Backhoe	8.0		
			Equipment Subtotal	

Materials / Sub-Contractors / Suppliers	Inv. Amt.
Famcon Pipe and Supply # S100102199.002	
Coastal Pipco #217796	$25.09
Vendor Subtotal	$25.09
15%	$3.76
Vendor Total	$28.85
DAILY REPORT TOTAL	$28.85

WORK DESCRIPTION:

Installed the 6 inch invert to the backflow device location. Anchored and prep for thrust block.

Contingency Draw Request (CDR)

Owner	[X]	Oxnard School District
Architect	[X]	IBI Group
Contractor	[X]	Balfour Beatty
PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 102

Date: 8-7-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event #199 / CDR 102 - Bldg C North - Relocate Domestic Water Line Provide labor, equipment and materials to relocate domestic water line installed per plan at Bldg C North.	$ 7,799.84

☐ The cost of this work will be drawn from Contractor Contingency:

☐ The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Mamilla	By : _____	By: _____
Date: 8/7/23	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	8-7-2023
Permit Number:	DSA# 03-119284	Change Event No.:	199
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Michael Brewer - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event #199 / CDR 102 - Bldg C North - Relocate Domestic Water Line

Provide labor, equipment and materials to relocate domestic water line installed per plan at Bldg C North.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
			Subtotal A:	**$ -**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Burns Pacific	$	7,799.84		
			Subtotal B:	**$ 7,799.84**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
			Subtotal D:	**$ -**
E. Bond at 1.5% **$ -**	0%		**Subtotal E:**	**$ -**
Grand Total = (A + B + C + D + E)				**$ 7,799.84**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2023-08-07

Print Name & Title (General Contractor) — Signature — Date

Change Order Request 13

Relocate Water Line

Burns-Pacific Construction is requesting a change order for the relocation of a domestic water line installed per plan at building C East next to the parking lot.

On April 13, 2023 Mike Robles the onsite foreman for Burns-Pacific Construction was instructed by the onsite DSA inspector that the domestic water line needed to be ran to the utility room located in the corridor between buildings C-East and C-South from the location installed per the utility plan location. Burns-Pacific was instructed to move the line as the wall contractor was ready to dig footings between the buildings.

The domestic water line was installed in May of 2022 per plan, specifications and survey. The water line was also previously inspected at the time of installation. Per the specifications in section 33 11 00

36.5 A. Drawings indicate general location and arrangement of piping systems. Install piping as indicated, unless deviations to layout are approved in advance by the Architect or USC.

BURNS PACIFIC CONSTRUCTION, INC.
CONTRACTORS LICENSE NO. 394798

General Engineering and Building Contractors

CHANGE ORDER REQUEST WORKSHEET

BID FOR: Relocation of Water Service at Bldg. C East
LOCATION: Rose Ave. Elementary School

CONTACT: Balfour Beatty Construction Inc.
13520 Evening Creek Drive Suite 270
San Diego, CA. 92128
Rafael Alamillo ralamillo@balfourbeattyus.com

BID NO: 5796
COR NO: 13
PO or RFI NO:
JOB NO: 21-17
PREVAILING WAGE:
BID DATE: 05/25/23

SCOPE OF WORK: Relocate installed water line from location on utility plan to hallway between buildings at east parking lot area. Work as instructed, no notice or RFI given.

ITEM NO.			QTY	UM	UNIT PRICE	TOTAL
WORK ITEMS:						
1		Excavate and expose sewer line, remove.				
2		Backfill existing trench				
3		Excavate trench to new location.				
4		Install new water line.				
5		Install sleeve under wall footing.				
6		Backfill and compact.				
7		Date 4/13/23				
8						
9						
10						
ESTIMATED LABOR & EQUIPMENT COST:						
1		FOREMAN		HRS	$130.89	$0.00
2		OPERATOR	16	HRS	$126.55	$2,024.80
3	2	LABORERS	32	HRS	$98.03	$3,136.96
4		TEAMSTER		HRS	$99.72	$0.00
					LABOR TOTAL	**$5,161.76**
1		MOBILIZATION			$200.00	$0.00
2		CAT 305 MINI EXCAVATOR			$80.00	$0.00
3		CAT 420 BACKHOE	16	HRS	$60.00	$960.00
4		CAT 289D LOADER			$80.00	$0.00
5		WATER TRUCK	8	HRS	$40.00	$320.00
6		CREW TRUCK W/TOOLS	16	HRS	$40.00	$640.00
7		FLATBED DUMP TRUCK			$40.00	$0.00
8		FOREMAN TRUCK			$25.00	$0.00
9	T-29	3-AXLE DUMP TRUCK			$50.00	$0.00
10	T-31	4-AXLE DUMP TRUCK			$60.00	$0.00
11		4" PUMP			$200.00	$0.00
12		AIR COMPRESSOR			$50.00	$0.00
13		(6) TRENCH PLATES			$30.00	$0.00
					EQUIPMENT TOTAL	**$1,920.00**
ESTIMATED MATERIAL COST						
1		Concrete	1	CY	$250.00	$250.00
2						$0.00
3						$0.00
4						$0.00
5						$0.00
					MATERIAL	$250.00
				TAX	9.50%	$23.75
					MATERIAL & TAX TOTAL	**$273.75**

DIRECT COSTS SUBTOTAL		$7,355.51
EQUIP & MATERIAL MARKUP	15%	$329.06
DIRECT COSTS TOTAL		**$7,684.57**
BOND FEE	1.50%	$115.27
GRAND TOTAL		**$7,799.84**

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.

BURNS PACIFIC CONSTRUCTION, INC.

DAILY WORK REPORT

Contractors License No. 394798

505 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91360
Office: 805-371-4171 Fax: 805-495-6014

Job No: 21-17
Daily No: 230413A
Date: 4-13-23
Day: Thursday
Weather: Clear

For: Balfour Beatty

Project: Utilities

Foreman's Signature: Ed Solorio

			Straight Time			Overtime			Double Time			
	Position		Hrs	Rate	Amount	Hrs	Rate	Amount	Hrs	Rate	Amount	Total
E. Solorio	Foreman											
F. Moreno	Lab/For											
M. Robles	Laborer		8.0									
K. Mendoza	Operator		8.0									
M. Buenrostro	Laborer		8.0									
											Labor Subtotal	

Unit No.	Equipment	Hours	Rate	Total
C-19	Utility Truck	8.0		
210E	JD Skip			
W-14	Water Truck			
B-10	Cat Backhoe	8.0		
			Equipment Subtotal	

Materials / Sub-Contractors / Suppliers	Inv. Amt.
Vendor Subtotal	
15%	
Vendor Total	
DAILY REPORT TOTAL	

WORK DESCRIPTION:

Trenching for three inch domestic line .

BURNS PACIFIC CONSTRUCTION, INC.

Contractors License No. 394798

DAILY WORK REPORT

505 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91360
Office: 805-371-4171 Fax: 805-495-6014

Job No: 21-17
Daily No: 230414A
Date: 4-14-23
Day: Friday
Weather: Clear

For: Balfour Beatty

Project: Utilities

Foreman's Signature: Ed Solorio

			Straight Time			Overtime			Double Time			
	Position		Hrs	Rate	Amount	Hrs	Rate	Amount	Hrs	Rate	Amount	Total
E. Solorio	Foreman											
F. Moreno	Lab/For											
M. Robles	Laborer		8.0									
K. Mendoza	Operator		8.0									
M. Buenrostro	Laborer		8.0									
											Labor Subtotal	

Unit No.	Equipment	Hours	Rate	Total	Materials / Sub-Contractors / Suppliers	Inv. Amt.
C-19	Utility Truck	8.0				
210E	JD Skip					
W-14	Water Truck	8.0				
B-10	Cat Backhoe	8.0				
	Equipment Subtotal				Vendor Subtotal	
					15%	
					Vendor Total	
WORK DESCRIPTION:					DAILY REPORT TOTAL	

Trenching for three inch domestic line . Installing sand and began some backfill.

OL DISTRICT

2. 552

OSED BUILDING

SD

FW

W

SS

G

PIV

SD CROSSING
SEE LINE "E"
PROFILE ON
SHEET 7

CITY OF OXNARD
WATER EASEMENT

3+00

4+00

5'

10'

12'

30'

22'

33'

19'

8'

NORTH

WATER PLAN

0' 10' 20'

GRAPHIC SCALE : 1"=20'

NORTH

SD CROSSING
SEE LINE "E"
PROFILE ON
SHEET 7

I HERE
SHEET

	Owner	[X]	Oxnard School District
Contingency	Architect	[X]	IBI Group
Draw	Contractor	[X]	Balfour Beatty
Request (CDR)	PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 105

Date: 8-10-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event #144 / CDR 105 - Cabinet Storage Due to Delay of ASI 20 & ASI 20R Cabinets were scheduled to be delivered on January 6, 2023. However, due to added changes per ASI 20 and ASI 20R, contractors were not able to complete drywall work nor the finishes and pushed out the delivery date to May 4, 2023.	$ 5,520.00

☐ The cost of this work will be drawn from Contractor Contingency:

☐ The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 8/10/23	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	8-10-2023
Permit Number:	DSA# 03-119284	Change Event No.:	144
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Michael Brewer - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event #144 / CDR 105 - Cabinet Storage Due to Delay of ASI 20 & ASI 20R

Cabinets were scheduled to be delivered on January 6, 2023. However, due to added changes per ASI 20 and ASI 20R, contractors were not able to complete drywall work nor the finishes and pushed out the delivery date to May 4, 2023.

A.	**Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)**				
			$ -		
				Subtotal A:	**$ -**
B.	**Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)**				
	Stolo Cabinets		$ 5,520.00		
				Subtotal B:	**$ 5,520.00**
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		n/a		
	Overhead & Profit 10% of Subtotal C		$ -		
				Subtotal D:	**$ -**
E.	**Bond at 1.5%**	**$ -**	0.0%	**Subtotal E:**	**$ -**
	Grand Total = (A + B + C + D + E)				**$ 5,520.00**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2023-08-10

Print Name & Title (General Contractor) — Signature — Date

STOLO CABINETS
Since 1953

CONTRACT CHANGE ORDER 03a

DATE: May 1, 2023
JOB NAME: Rose Ave ES

TO: Balfour Beatty
ATTN: Filbert Carbajal

Stolo Cabinets, Inc. proposes to furnish the materials and services as listed below. All inclusions, exclusions, and terms and conditions of the original bid remain in effect and any new change(s) will be listed below.

Changes per project delays for Bldg A, B, C:

1. Added costs for storage for casework from 1/6/23 – 5/4/23 (16 weeks). Casework was produced to meet the 1/6/23 date and had to be stored

1. THE ABOVE CHANGE WILL **INCREASE** THE CONTRACT AMOUNT BY **$ 5,520.00**
2. TIME IMPACT: [**x**] YES [ ] NO
3. WE ARE **PROCEEDING**. PLEASE ISSUE A CHANGE ORDER FOR THE AMOUNT LISTED ABOVE OR SIGN AND RETURN A COPY OF THIS DOCUMENT. THIS QUOTE IS GOOD FOR 30 DAYS.

Erik Shippcot **Project Manager**

Justin Stolo **Prepared By**

ALTHOUGH THE REQUIREMENTS OF A WRITTEN CHANGE ORDER AND NOTICE OF A CLAIM FOR ADDITIONAL COMPENSATION ARE NOT BEING STRICTLY OBSERVED, WE EXPECT AN ADJUSTMENT OF THE CONTRACT PRICE TO COMPENSATE FOR THE WORK DESCRIBED ABOVE. THIS WORK HAS BEEN OR IS BEING PERFORMED BY OUR FIRM TO ACCOMMODATE THE OWNER AND GENERAL CONTRACTOR AND FACILITATE COMPLETION OF THE PROJECT WITHOUT PREJUDICE TO ANY LEGAL OR EQUITABLE RIGHT OF REMEDY TO WHICH WE MAY BE ENTITLED. THE ABOVE DESCRIBED CHANGES ARE ACCEPTED AND STOLO CABINETS IS AUTHORIZED TO PROCEED. YOUR SIGNATURE AUTHORIZES BILLING AND PAYMENT FOR THE ABOVE WORK.

_____ _____
General Contractor/Authorized Representative Date

860 Challenger St. Brea, CA 92821 (714) 529-7303 phone (714) 529-3043 fax Lic# 267920



ROSE AVE ES				CHANGES PER BLDG A PROJECT DELAYS			
COR 03a							5/1/2023
ITEM	**COMMENTS**	**UOM**	**ORIG. QTY**	**NEW QTY**	**DIFFERENCE**	**UNIT COST**	**TOTAL**
BLDG A, B, C							
STORAGE CHARGES	16 WEEKS	WK	0.0	16.0	16.00	$ 300.00	$ 4,800.00
SUB-TOTAL							$4,800
15% P & O							$720
TOTAL							$5,520

Contingency Draw Request (CDR)

Owner	[X]	Oxnard School District
Architect	[X]	IBI Group
Contractor	[X]	Balfour Beatty
PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 112

Date: 8-24-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event # 210 / CDR 112 - RFI 404 Exterior Walkway Splice Detail Provide labor, equipment and materials to add field welded splices at (6) locations at the steel walkway canopy per RFI 404.	$ 7,163.37

[ ] 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	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2023-08-24	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	8-24-2023
Permit Number:	DSA# 03-119284	Change Event No.:	210
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Michael Brewer - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event # 210 / CDR 112 - RFI 404 Exterior Walkway Splice Detail

Provide labor, equipment and materials to add field welded splices at (6) locations at the steel walkway canopy per RFI 404.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
			Subtotal A:	**$ -**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Ironman	$	7,163.37		
			Subtotal B:	**$ 7,163.37**
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		n/a		
Overhead & Profit 10% of Subtotal C		$ -		
			Subtotal D:	**$ -**
E. Bond at 1.5% **$ -**	0.0%		**Subtotal E:**	**$ -**
Grand Total = (A + B + C + D + E)				**$ 7,163.37**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2023-08-24

Print Name & Title (General Contractor) — Signature — Date

IRONMAN
INCORPORATED

Ironman, Inc.
20555 Superior Street
Chatsworth, CA 91311
Phone: 818.341.0980

Date : 7/31/2023

CO #: 30
Job #: 185
Rose K-5

Job Location: Oxnard, CA

Change Order Request

To: **Filbert Carbajal**
Balfour Beatty
300 E. Esplanade Drive
#1120
Oxnard, CA 93036
Phone: 805-983-1558
Fax: 805-983-7249

Subject: RFI 404 - Walkway Splice Detail

Change Requested By: Ore Dagan @ Ironman, Inc.

Sent Via: E-mail

Description of Change:

Per the request of the general contractor, Ironman, Inc. proceeded with the added work as indicated in the attached backup documents.

Total cost of this COR: $7,163.37

The change will cause an increase of $7,163.37 to the contract amount.

A signature below indicates acceptance of all changes shown herein.

Accepted By

Ore Dagan
Ironman, Inc.

Ironman, Inc.

Structural Steel Fabrication & Erection

20555 Superior Street
Chatsworth, CA 91311
Phone (818) 341-0980 Fax (818) 341-3485

DATE: July 31, 2023

FOR: Balfour Beatty
Rose K-5

Ironman CO #030 - RFI 404 Walkway Splice Detail

DESCRIPTION	HOURS	RATE	AMOUNT
Shop Labor	0.00	83.00	$ -
Field Labor Ironworker	36.00	134.00	$ 4,824.00
Field Labor Foreman	0.00	143.76	$ -
Detailing	0.00	88.00	$ -
Equipment	NA	NA	$ 1,294.88
Materials/Rentals	NA	NA	$ -
Engineering	----------	----------	$ -
			$ -
			$ -
			$ -

THIS COR IS FOR THE ADDED WORK PER RFI RESPONSE 404 ADDING FIELD WELDED SPLICES AT SIX LOCATIONS AT THE STEEL WALKWAY CANOPY. ALL SPLICES WERE FIELD WELDED PER THIS RFI RESPONSE.

SUBTOTAL	**$ 6,118.88**
OH/P Margin	15%
OH/P Amount	$ 917.83
Cost of Bond (1.8%)	$ 126.66
TOTAL	**$ 7,163.37**

Ironman, Inc.
20555 Superior Street
Chatsworth, CA 91311
Phone: 818.341.0980

Job Name: **Rose K-5**
Address: 220 S. Driskill St.
Oxnard, CA 93030

General Contractor: **Balfour Beatty**

IMN Job #: 185
IMN COR # **30**
BBC PCO #:

Attn: **Rafael Alamillo**

Date: **7/31/2023**

Ironman CO #030 - RFI 404 Walkway Splice Detail

		DATA		Detailing				Shop Labor				Field Labor				Foreman Labor			
ACTIVITY DESCRIPTION	Detail	Qty.	Unit	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total
Added Work:																			
- Field Splices per RFI Response		1.0	EA	0.00	-	$ 88.00	$ -	0.00	-	$ 83.00	$ -	36.00	36	$ 134.00	$ 4,824	0.00	-	$ 143.76	$ -
		0.0	EA	0.00	-	$ 88.00	$ -	0.00	-	$ 83.00	$ -	0.00	-	$ 134.00	$ -	0.00	-	$ 143.76	$ -
		0.0	EA	0.00	-	$ 88.00	$ -	0.00	-	$ 83.00	$ -	0.00	-	$ 134.00	$ -	0.00	-	$ 143.76	$ -
Totals:					-		$0		-		$0		36		$4,824		-		$0

NARRATIVE/CLARIFICATIONS / EXCLUSIONS (SEE ATTACHED)

ADDED SIX FIELD HOURS PER SPLICE LOCATION TO PREP, FIT-UP, FIELD WELD AND CLEAN FOR AESS PAINT PREP AT SIX LOCATIONS (THIRTY SIX HOURS TOTAL) FOR THE C10x20 STEEL CHANNEL PER RFI RESPONSE.

MAIN PAGE		TOTAL Costs
Overhead Cranes (No Charge)	$0.00	$0.00
Flame Cutting System ($.74/Hr.)	$5.92	$5.92
Propelyne ($8.45/Lb.)	$33.80	$33.80
Oxygen ($1.45/Lb.)	$29.00	$29.00
Wire Brushes ($4.39 ea.)	$4.39	$4.39
Wire Cups ($28.59 ea.)	$0.00	$0.00
Grinder Wheels ($6.19 ea.)	$12.38	$12.38
Ford F550 ($45.20/Hr.) RIG	$361.60	$361.60
Welding Wire ($6.63/Lb.)	$33.15	$33.15
Welding Rod ($8.16/Lb.)	$8.16	$8.16
Magnetic Drill ($32.16/Hr.)	$0.00	$0.00
Compressor ($8.76/Hr.)	$70.08	$70.08
LN-25 Wire Feeder ($11.12/Hr.)	$88.96	$88.96
TOTAL Costs for 2 Field Days	$647.44	$1,294.88

RFI #--404

Balfour Beatty

Balfour Beatty Construction, LLC
13520 Evening Creek Drive North, Suite 270
San Diego, California 92128
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
220 South Driskill Street
Oxnard, California 93030

Exterior Walkway - Splice Detail

TO:	Ruben Ruiz **(IBI Group)**	**FROM:**	Filbert Carbajal **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	06/23/2023	**STATUS:**	Open
LOCATION:	EXTERIOR	**DUE DATE:**	06/30/2023
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	
COST IMPACT:		**SPEC SECTION:**	05 12 00 - Structural Steel Framing
DRAWING NUMBER:		**REFERENCE:**	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Filbert Carbajal (Balfour Beatty) at 02:27 PM on 06/23/2023

Drawings do not include detail where (2) C-channels butt against each other. Please provide splice detail to assure continuity for beam members along their length.

Attachments:
RFI Splice Detail.pdf

Awaiting an Official Response

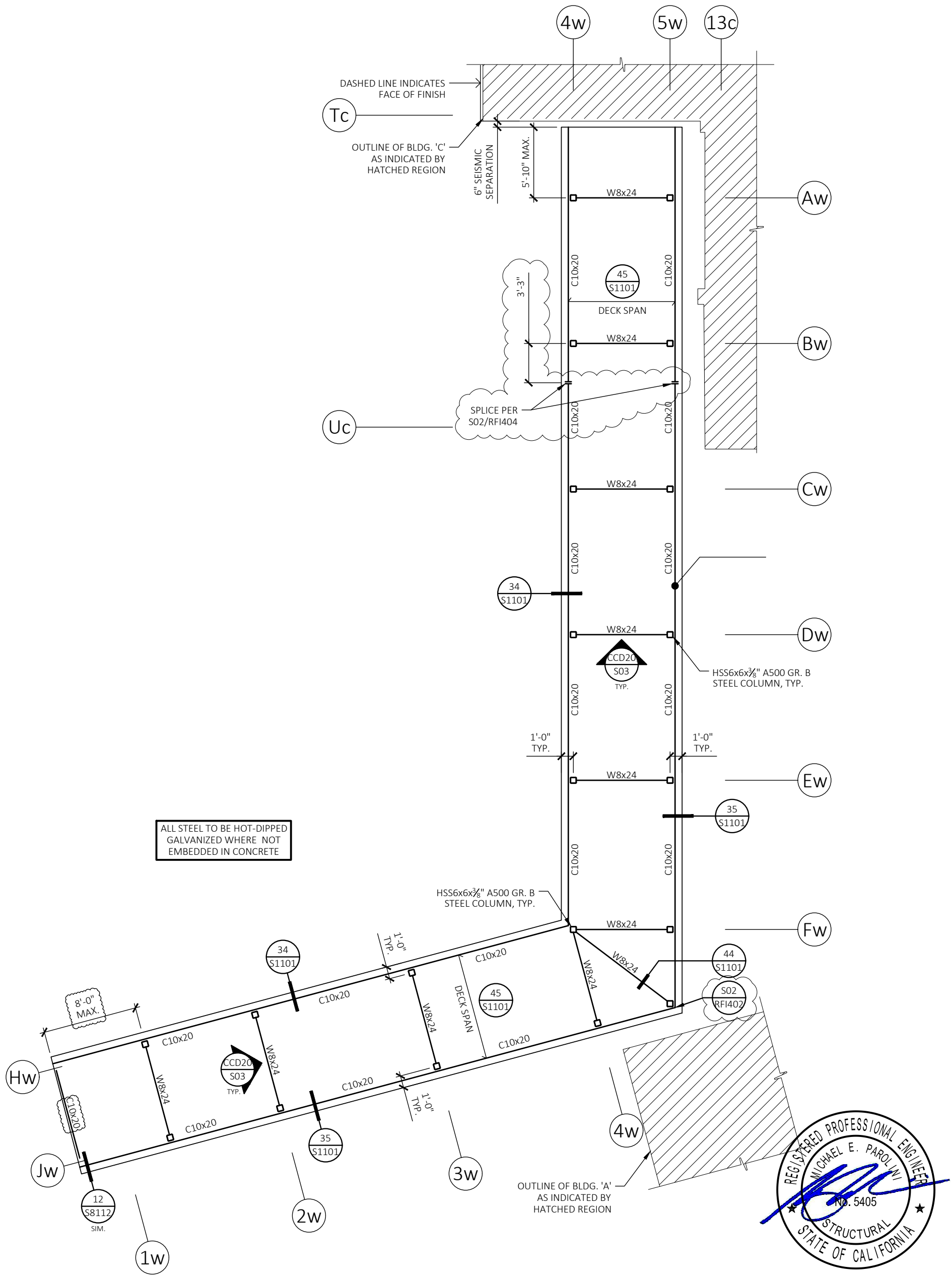
All Replies:

See attached splice detail and splice location.

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

Joe Klimczyk, P.E.	7/6/23	
BY	**DATE**	**COPIES TO**





ALL STEEL TO BE HOT-DIPPED GALVANIZED WHERE NOT EMBEDDED IN CONCRETE

REGISTERED PROFESSIONAL ENGINEER
MICHAEL E. PAROLINI
No. 5405
STRUCTURAL
STATE OF CALIFORNIA

DATE SIGNED:
07.06.23

IBI
ARCHITECTURE PLANNING
Los Angeles
537 South Broadway, Suite 500
Los Angeles, California 90013
213.769.0011 fax: 213.769.0016

EXTERIOR CANOPY ROOF FRAMING PLAN

ROSE AVENUE K-5 SCHOOL

OXNARD SCHOOL DISTRICT

OXNARD
CA

DATE
07/06/23

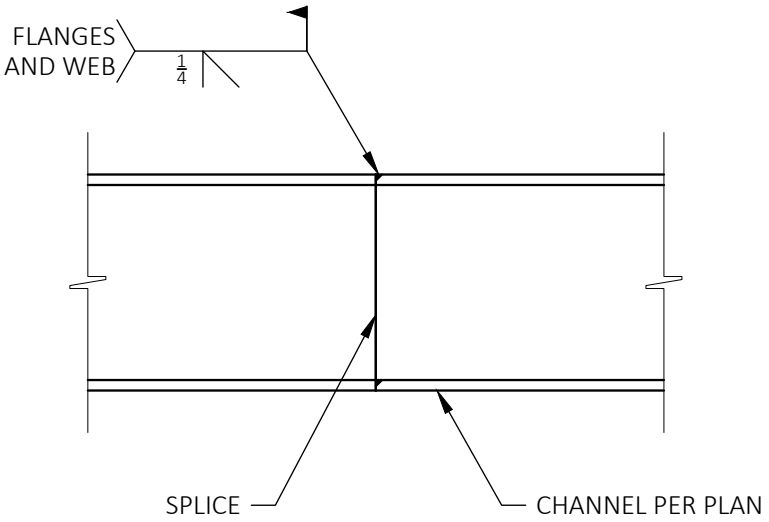
PROJECT NO.
109990

DSA FILE NO. 56-22

DSA APP. NO. 03-119284

REFERENCE SHEET NO.
33/S1101

RFI402 / RFI404
S01



REGISTERED PROFESSIONAL ENGINEER
MICHAEL E. PAROLINI
No. 5405
STRUCTURAL
STATE OF CALIFORNIA

DATE SIGNED:
07.06.23

IBI
ARCHITECTURE PLANNING
Los Angeles
537 South Broadway, Suite 500
Los Angeles, CA 90013
213.769.0011 fax: 213.769.0016

EXTERIOR CANOPY FRAMING - SPLICE CONNECTION

ROSE AVENUE K-5 SCHOOL

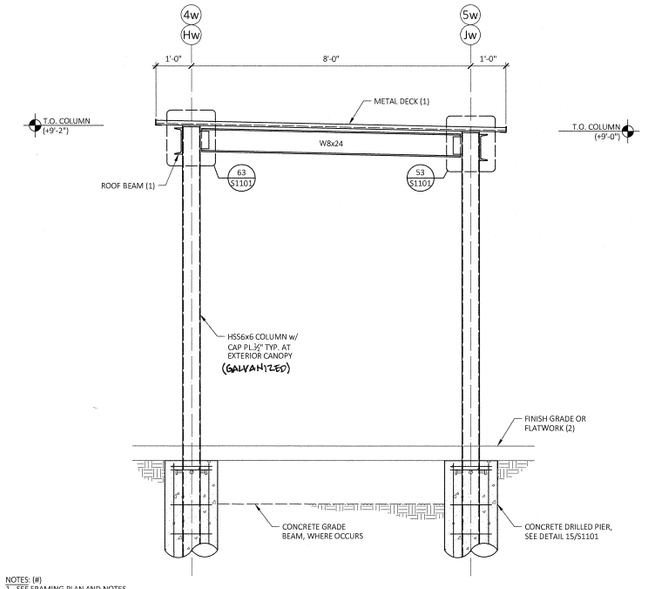
DATE
07/06/23

OXNARD SCHOOL DISTRICT

OXNARD
CA

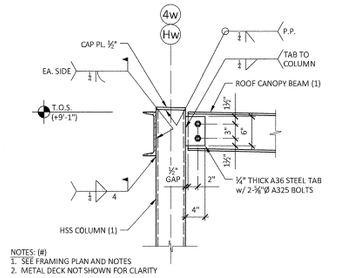
PROJECT NO.	DSA FILE NO.	56-22	REFERENCE SHEET NO.
109990	DSA APP. NO.	03-119284	33/S1101

RFI404
S02



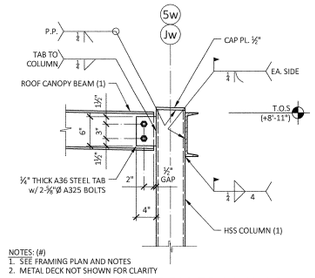
NOTES: (#)
1. SEE FRAMING PLAN AND NOTES
2. REFER TO ARCHITECTURAL DRAWINGS

SECTION THRU EXTERIOR CANOPY
N.T.S. — 52



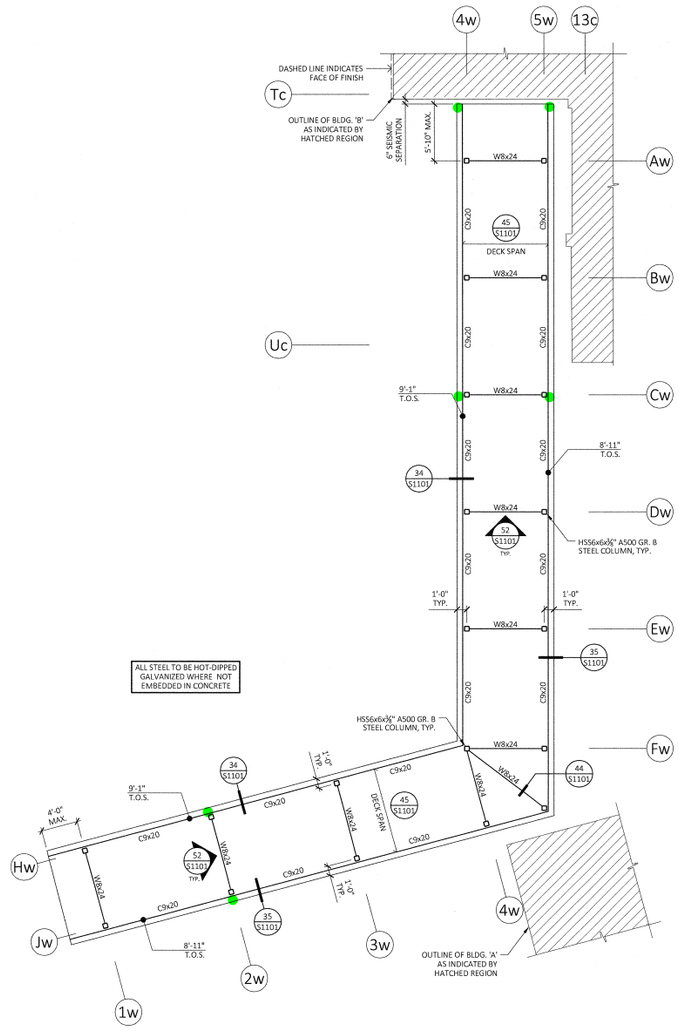
NOTES: (#)
1. SEE FRAMING PLAN AND NOTES
2. METAL DECK NOT SHOWN FOR CLARITY

EXTERIOR CANOPY FRAMING
N.T.S. — 63



NOTES: (#)
1. SEE FRAMING PLAN AND NOTES
2. METAL DECK NOT SHOWN FOR CLARITY

EXTERIOR CANOPY FRAMING
N.T.S. — 53

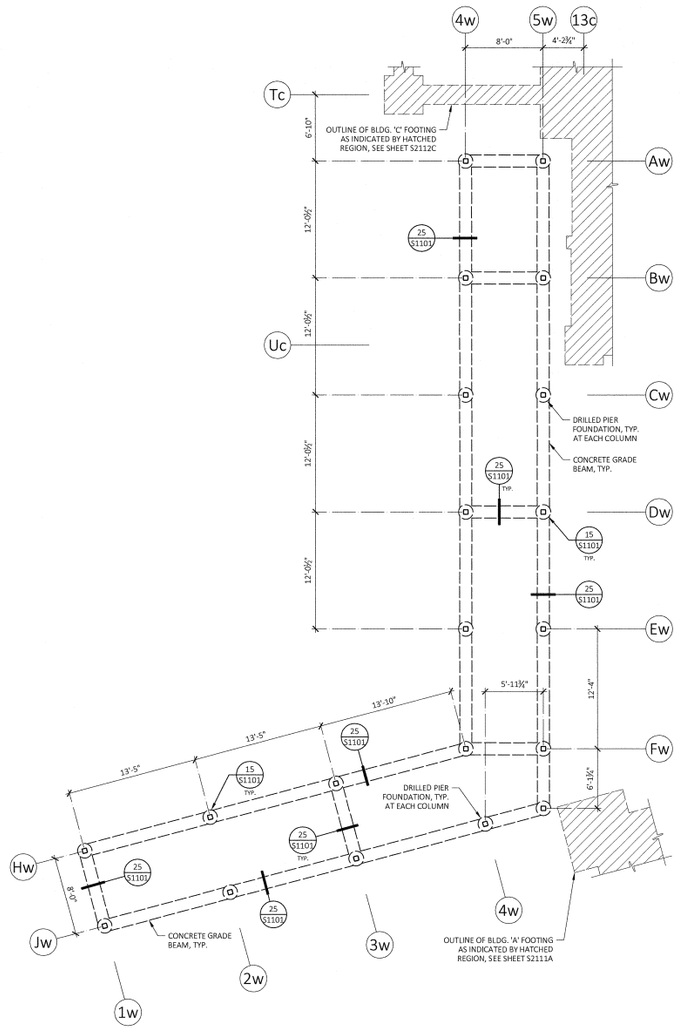


ALL STEEL TO BE HOT-DIPPED GALVANIZED WHERE NOT EMBEDDED IN CONCRETE

HSS6x6x⅜" A500 GR. B STEEL COLUMN, TYP.

HSS6x6x¼" A500 GR. B STEEL COLUMN, TYP.

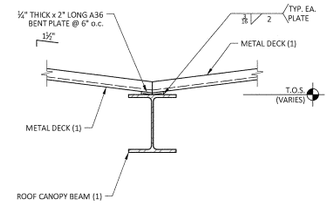
EXTERIOR CANOPY ROOF FRAMING PLAN
N.T.S. — 33



EXTERIOR CANOPY FOUNDATION PLAN
N.T.S. — 13

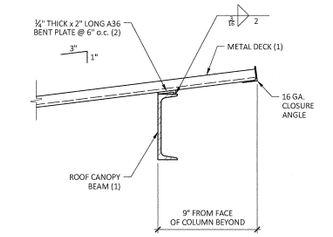
NOT USED
N.T.S. — 64

NOT USED
N.T.S. — 54



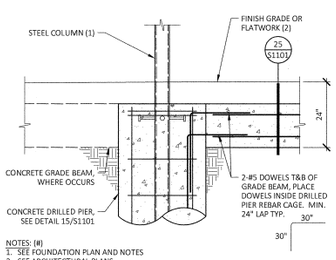
NOTES: (#)
1. SEE FRAMING PLAN AND NOTES

CHANGE IN DIRECTION
N.T.S. — 44



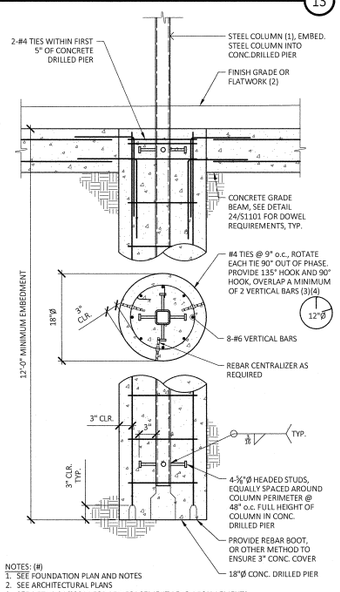
NOTES: (#)
1. SEE FRAMING PLAN AND NOTES
2. PLATES SHALL ALIGN WITH DOWN FLUTE OF DECKING FOR ATTACHMENT AND SUPPORT

EXTERIOR CANOPY FRAMING
N.T.S. — 34



NOTES: (#)
1. SEE FOUNDATION PLAN AND NOTES
2. SEE ARCHITECTURAL PLANS

GRADE BEAM AT PIER
N.T.S. — 24

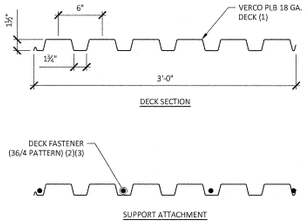


NOTES: (#)
1. SEE FOUNDATION PLAN AND NOTES
2. SEE ARCHITECTURAL PLANS
3. SEE DETAIL 21/S8011 FOR REINFORCEMENT BEND REQUIREMENTS
4. TIE MUST OVERLAP ITSELF A MINIMUM OF 6" AND HOOK ON VERTICAL BARS. MAXIMUM OF THREE VERTICAL BAR SPACING BETWEEN HOOKS

CONCRETE DRILLED PIER
N.T.S. — 15

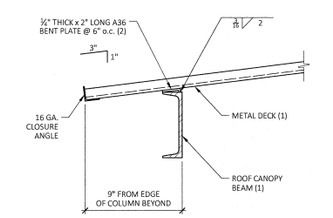
NOT USED
N.T.S. — 65

NOT USED
N.T.S. — 55



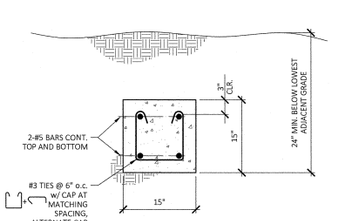
NOTES: (#)
1. SEE FRAMING PLAN AND NOTES
2. ½" ARCE PUDDLE WELD
3. PROVIDE PUNCHLOK II SIDE LAP CONNECTIONS

EXT. CANOPY DECK PROFILE
N.T.S. — 45



NOTES: (#)
1. SEE FRAMING PLAN AND NOTES
2. PLATES SHALL ALIGN WITH DOWN FLUTE OF DECKING FOR ATTACHMENT AND SUPPORT

EXTERIOR CANOPY FRAMING
N.T.S. — 35



NOTES: (#)
1. SEE FOUNDATION PLAN AND NOTES

GRADE BEAM SECTION
N.T.S. — 25

CLIENT

OXNARD SCHOOL DISTRICT

220 S. Driskill St, Oxnard, CA 93030

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is a member of the IBI Group of companies.

ISSUES

NO.	ISSUANCE	DATE

CONSULTANTS

SMITH STRUCTURAL GROUP, LLP
811 El Capitan Way, Suite 240 | 805.439.2110
San Luis Obispo, CA 93401 | smithstructural.com

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REGISTERED PROFESSIONAL ENGINEER — MICHAEL E. PARSONS — No. 5406 — STATE OF CALIFORNIA

AGENCY INFORMATION:

AGENCY TRACKING NO: 72536-107 | FILE NO 56-22
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT OFFICE OF REGULATION SERVICES
03-119284
AC FLS 2 15 SS
DATE JUL 10 2019

SEAL

LICENSED ARCHITECT — CRAIG ATKINSON — C25387 — REN. 4/21 — STATE OF CALIFORNIA

PRIME CONSULTANT

IBI
315 W 9th Street, Suite 600
Los Angeles, CA 90015
tel (213) 769-0011 fax (213)-769-0016
ibigroup.com

PROJECT

ROSE AVENUE K-5 SCHOOL

220 S. DRISKILL ST,
OXNARD, CA 93030

PROJECT NO: 109990	S17179
DRAWN BY: DVI	CHECKED BY: JMM
PROJECT MGR: JMK	APPROVED BY: MEP
SCALE: As indicated	DATE: 06/05/2019

SHEET TITLE

EXTERIOR CANOPY STRUCTURAL PLANS AND DETAILS

SHEET NUMBER S1101

IS 484

Contingency Draw Request (CDR)

Owner	[X]	Oxnard School District
Architect	[X]	IBI Group
Contractor	[X]	Balfour Beatty
PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 118

Date: 9-15-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 201 - CDR 118 - RFI 444 Bldg C South - Siding and Stucco Transition Provide labor, material and equipment to install fiber cement board to fully cover the transitional area on the east wall of Bldg C South and paint fiber cement board to match adjacent color of gutter RFI 444.	$ 4,494.60

☐ 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	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2023-09-15	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	9-15-2023
Permit Number:	DSA# 03-119284	Change Event No.:	201
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Michael Brewer - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 201 - CDR 118 - RFI 444 Bldg C South - Siding and Stucco Transition

Provide labor, material and equipment to install fiber cement board to fully cover the transitional area on the east wall of Bldg C South and paint fiber cement board to match adjacent color of gutter RFI 444.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Premier Drywall	$	2,994.60		
CAM Painting	$	1,500.00		
		Subtotal B:	**$**	**4,494.60**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1%		**Subtotal E:**	**$**	**-**
Grand Total = (A + B + C + D + E)			**$**	**4,494.60**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)

Rafael Alamillo

Signature

2023-09-15

Date

Division of Pre Con Industries, Inc
PO Box 5728

Toll Free: 1800.928.6650
Direct: 805.928.3397
Fax: 805.928.0977

License #809679

Change in Plans and Specifications

To:	Rafael Alamillo		
Company:	Balfour Beatty	**Fax:**	
From:	Usvaldo Cardenas	**Date:**	8/6/2023
Project:	Rose Avenue K-5 School	**Page:**	2

CE#44	Description Of Work: This is SK Construction CE added work per RFI #238/444 this work has now been completed per RFI #444 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: This is SK Construction CE added work per RFI #238/444 this work has now been completed per RFI #444 per email and direction by Balfour Beatty.

Labor:	**$**	**2,604.00**
Materials & Equip:	**$**	**-**
Overhead/Profit 15%:	**$**	**390.60**
Total Amount:	**$**	**2,994.60**

Please sign and fax back to continue with material order
For which an add of **$ 2,994.60** is made to contract price and an additional (1) work day(s) is added to scope.

CHANGE AUTHORIZED BY:
Signed _____ Dated _____

CONFIDENTAL

PRIME CONTRACTORS: **Balfour Beatty** **Project #5390** **Rose Avenue K-5 School** **CE#44** 8/6/2023

Description Of Work: This is SK Construction CE added work per RFI #238/444 this work has now been completed per RFI #444 per email and direction by Balfour Beatty.

	Hours	Daily Rate	Days	Extended Amounts			# of hours	Labor Class	Hourly Rate		Extended Amounts
All Terrain Scissor Lift		175.00	0	$ -					REG.	O.T	
BOOM LIFT		180.00	0	$ -		**Labor**					
19' SCISSOR LIFT		95.00	0	$ -							
FORKLIFT		250.00	0	$ -			-	Foreman	$ 85.63		$ -
PLASMA CUTTER		35.00	0	$ -			-	Taper	$ 82.63		$ -
MIG WELDER		280.00	0	$ -			-	Framer	$ 82.63		$ -
							-	Hanger	$ 82.63		$ -
							-	Laborer	$ 82.63		$ -
						SK Construction Change Order Per RFI #388/444	-	Change Order			$ 2,604.00
							-				$ -
							-				$ -
			SUB TOTAL	$ -							
											$ 2,604.00

`

Material	Quantity	Unit No.	Total
		Total	$0.00

Equipment & Materials Cost	A	$ -
8.75% tax on Material & equipment	B	$ -
Total Material, & Equipment Cost	C	$ -
Total Labor Cost	D	$ 2,604.00
Labor & Material Subtotal Cost	E	$ 2,604.00
15% Profit & Overhead	E	$ 390.60
Sub total Cost	G	**$ 2,994.60**
Total Cost	I	**$ 2,994.60**

Estimate

General Contractors Lic. # 762296
1155 Industrial Avenue
Oxnard, CA 93030

Phone (805) 240-7700
Cell (805) 469-2767
Fax (805) 240-7700

Bid # 01
Date 8/3/2023
Terms Estimate valid for 30 days

Invoice To:
Name Premier Drywall
Address 725 E Oak St./ PO Box 5728
City Santa Maria State CA Zip 93456
Phone Cell
Attn: Usvaldo Cardenas
Email ucardenas@premierdrywall.net

Work To Be Performed At:
Rose ES
Address 220 S Driskill
City, State Oxnard, CA 93030

Item	Description Of Work To Be Done	Total
	RFI #238 Install siding at walkway steel beam	
	Labor (2 workers/1 day @ $120/hr)	1,920.00
	Material	250.00
	P & O (20%)	434.00
	All fees and permits, as needed, are the responsibility of the party contracting SKC to perform work and are not included in this bid. SKC may assist in obtaining permits for an additional fee.	

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Sub Total $2,604.00

Total $2,604.00

Respectfully Submitted *Scott Keighley*

Any alterations or deviation from the above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delay beyond our control.

Acceptance Of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined as above.

SIGNATURE_____ Date:_____

SIGNATURE_____ Date:_____



CAM Painting, Inc.

License: 710805
DIR: 1000000989

09/15/2023

Subject: Proposal Paint siding board on Bldg C
Project: Rose Ave ES Reconstruction.
Bid Package: Painting
Owner: Oxnard School District
Submitted To: Balfour Beauty

Scope of Work:

Description of Work:

Remobilization to paint the newly installed board a different color than. Includes masking around finished areas and equipment.

A) Grand Total: $1,500.00 – One Thousand Five Hundred Dollars and Zero Cents

29 Hackamore Lane,
Bell Canyon, CA 91307

Phone: 818-716-7410 Fax: 818-716-7443
Email: campainting@sbcglobal.net

RFI #--444

Balfour Beatty

Balfour Beatty Construction, LLC
13520 Evening Creek Drive North, Suite 270
San Diego, California 92128
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
220 South Driskill Street
Oxnard, California 93030

Building C South - Siding and Stucco Transition

TO:	Ruben Ruiz **(IBI Group)** Linda Iversen **(IBI Group)**	**FROM:**	Ivan Hurtado Vazquez **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	08/08/2023	**STATUS:**	Open
LOCATION:	BUILDING C SOUTH	**DUE DATE:**	08/15/2023
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	No
COST IMPACT:	No	**SPEC SECTION:**	07 46 46 - Fiber-Cement Siding
DRAWING NUMBER:		**REFERENCE:**	
LINKED DRAWINGS:			
RECEIVED FROM:	James Amburgey **(Pre Con Industries (Santa Maria))**		
COPIES TO:			

Question from Ivan Hurtado Vazquez (Balfour Beatty) at 03:19 PM on 08/08/2023

Referencing RFI 238, the planned cement siding can not fully cover the transitional area on Building C South above the Mechanical enclosure. Please view the proposed transition of the Fiber Cement Board running across the transition location. Due to the cement board size being limited in size, The fiber cement board will have an addition of two vertical expansion joints separating the board evenly. In addition, screws will be installed on the lower portion and will be covered with a wood putter to conceal them. Please advise if this is acceptable. If this is not acceptable, please provide alternative detail.

Attachments:
RFI 444.pdf

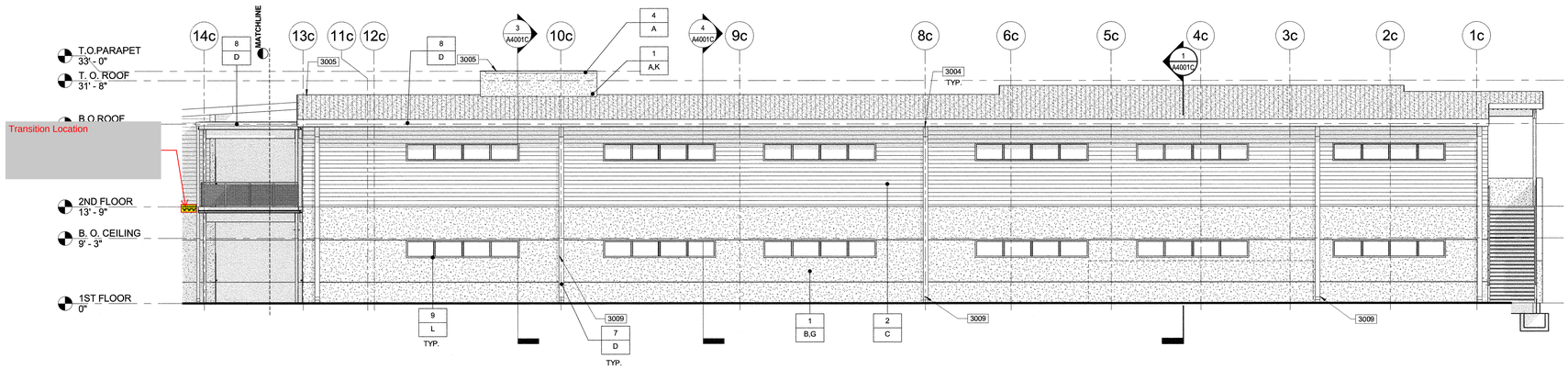
Awaiting an Official Response

All Replies:

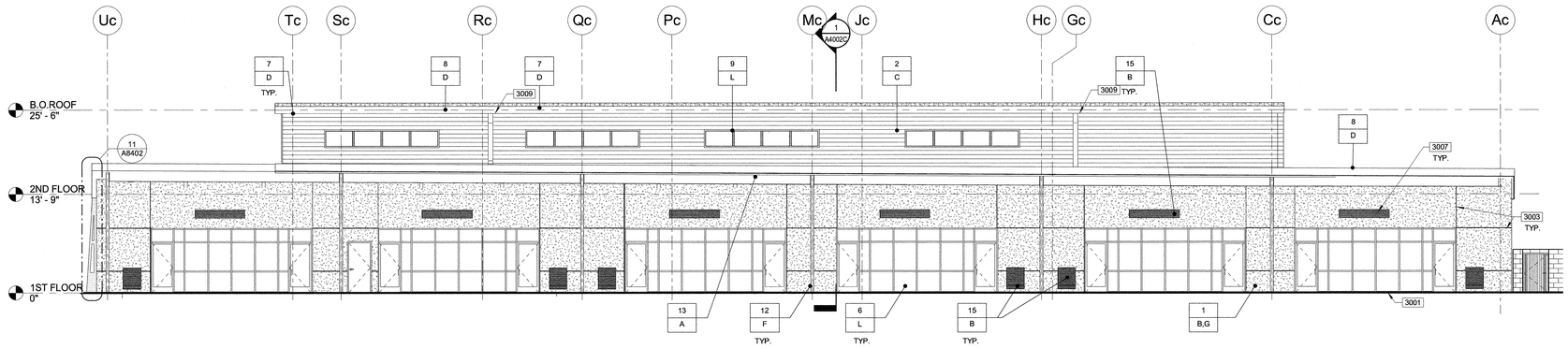
Per OAC meeting on 08/09/2023, no exceptions taken to providing Fiber Cement Board. Paint Fiber Cement Board to match adjacent color of gutter (Aged Bronze). As point of clarification, provide drip flashing at top and bottom of Cement Board, as depicted on page 5.

Ruben R.
Arcadis-IBI
08/09/2023

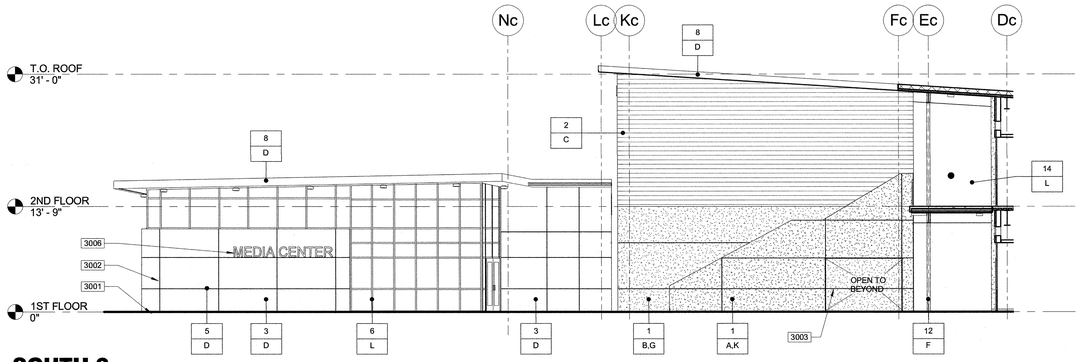
BY **DATE** **COPIES TO**



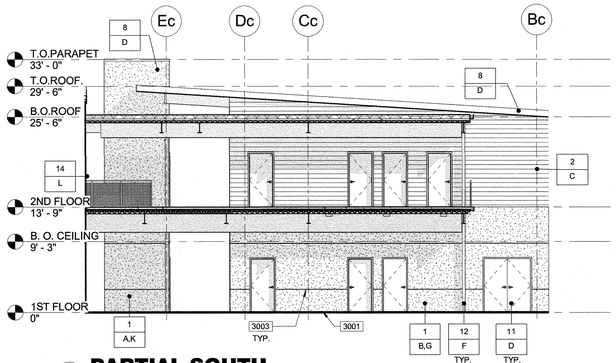
4 PARTIAL EAST 2



5 SOUTH 1



6 SOUTH 2



1 PARTIAL SOUTH

EXTERIOR ELEVATIONS

3000-GENERAL NOTES

1. ALL EXTERIOR FINISHES EXPOSED TO VIEW SHALL BE PAINTED AS INDICATED ON DRAWINGS AND SPECIFICATIONS.
2. REFER TO OTHER DISCIPLINES FOR ADDITIONAL INFORMATION AND DEVICES NOT SHOWN.

3000 - KEYNOTES

3001 APPROXIMATE LINE OF GRADE.
3002 HORIZONTAL AND VERTICAL REVEAL AT FIBER CEMENT PANEL.
3003 HORIZONTAL AND VERTICAL PLASTER CONTROL JOINTS. SEE DETAIL 10/A8202 FOR ADDITIONAL INFORMATION.
3004 TUBE STEEL DOWNSPOUT TYPICAL.
3005 ROOFING, SEE ROOF PLANS FOR ADDITIONAL INFORMATION.
3006 ALUMINUM CUT LETTER SIGN.
3007 LOUVERS. SEE MECHANICAL DRAWINGS.
3009 8" x 8" TUBE STEEL DOWNSPOUT. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

LEGEND

JAMES HARDIE "REVEAL"
FIBER CEMENT PANEL-1 (FCP-1)
INTERTEK LISTED #39761

JAMES HARDIE "ARTISAN-V GROOVE"
FIBER CEMENT SIDING-2 (FCP-2)
INTERTEK LISTED #39643

EXTERIOR CEMENT PLASTER. SEE DETAIL 9/A8202 FOR ADDITIONAL INFORMATION.

MATERIAL & FINISH DESIGNATION

NOTE: REFER TO SPECIFICATION SECTION **09 06 00** COLORS & FINISHES

MATERIAL DESIGNATION
COLOR / FINISH DESIGNATION

MATERIAL DESIGNATION

1. EXTERIOR CEMENT PLASTER, WITH INTEGRAL COLOR
2. FIBER CEMENT SIDING
3. FIBER CEMENT PANEL
4. PARAPET CAP
5. REVEAL
6. STOREFRONT FRAME
7. GUTTERS / DOWNSPOUTS
8. FASCIA
9. ALUMINUM WINDOW FRAME
10. EXPOSED METAL DECK
11. HOLLOW METAL DOOR AND DOOR FRAME
12. COLUMNS
13. STRUCTURAL STEEL
14. ALUMINUM FRAME RAILING
15. LOUVERS

COLOR / FINISH DESIGNATION

A. EXTERIOR PAINT COLOR 1 (EP-1)
B. EXTERIOR PAINT COLOR 2 (EP-2)
C. EXTERIOR PAINT COLOR 3 (EP-3)
D. EXTERIOR PAINT COLOR 4 (EP-4)
E. EXTERIOR PAINT COLOR 5 (EP-5)
F. EXTERIOR PAINT COLOR6 (EP-6)
G. PLASTER COLOR NO. 1 (PLAS-1)
H. PLASTER COLOR NO. 2 (PLAS-2)
J. PLASTER COLOR NO. 3 (PLAS-3)
K. PLASTER COLOR NO. 4 (PLAS-4)
L. FACTORY FINISH (FF-1)
G. FACTORY FINISH (FF-2)

CLIENT

OXNARD SCHOOL DISTRICT

220 S. Driskill St, Oxnard, CA 93030

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IBI Group, A California Partnership
is a member of the IBI Group of companies

ISSUES

NO.	ISSUANCE	DATE

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 DAS
DATE JUL 10 2019

SEAL

LICENSED ARCHITECT CRAIG ATKINSON STATE OF CALIFORNIA
REN. 4/21

CONSULTANTS

PRIME CONSULTANT

IBI
315 W 9th Street, Suite 600
Los Angeles, CA 90015
tel (213) 769-0011 fax (213)-769-0016
ibigroup.com

PROJECT

ROSE AVENUE K-5 SCHOOL

220 S. DRISKILL ST,
OXNARD, CA 93030

PROJECT NO: 109990	
DRAWN BY: **SCH**	CHECKED BY: **Checker**
PROJECT MGR: **Designer**	APPROVED BY: **Approver**
SCALE: **As indicated**	DATE: **06/05/2019**

SHEET TITLE

BUILDING C - EXTERIOR ELEVATIONS

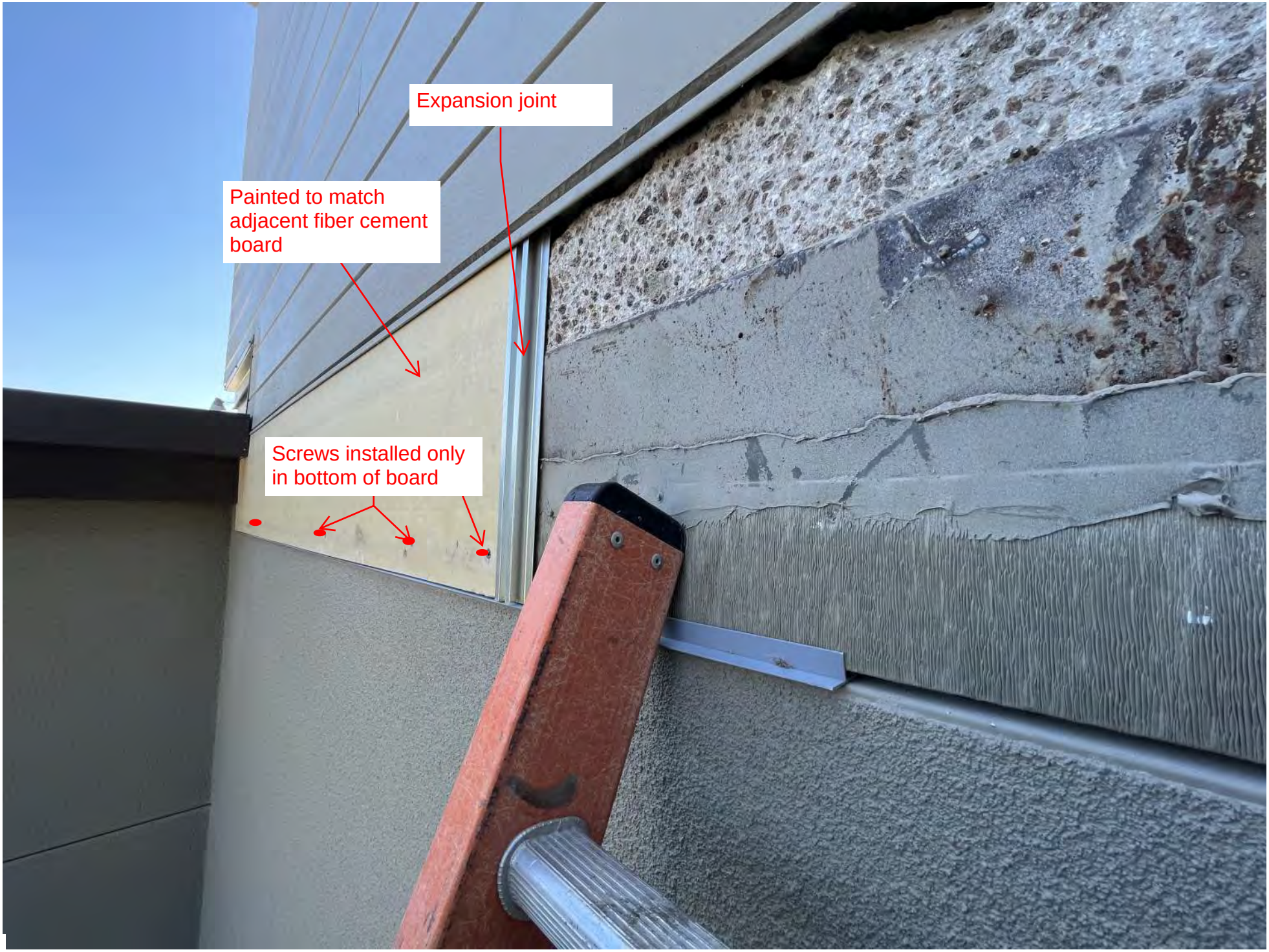
SHEET NUMBER **A3002C**

ISSUE

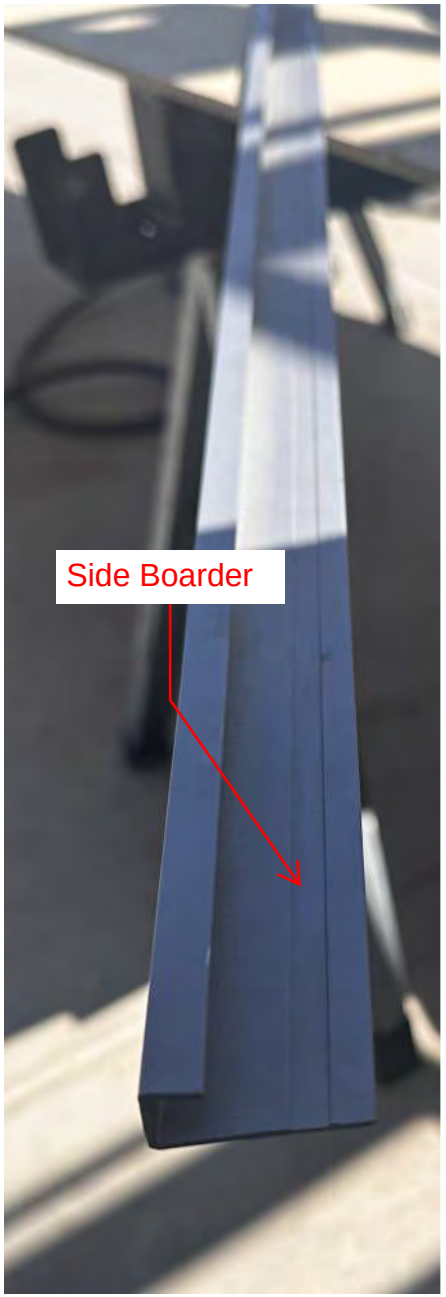
SCALE CHECK 1 in

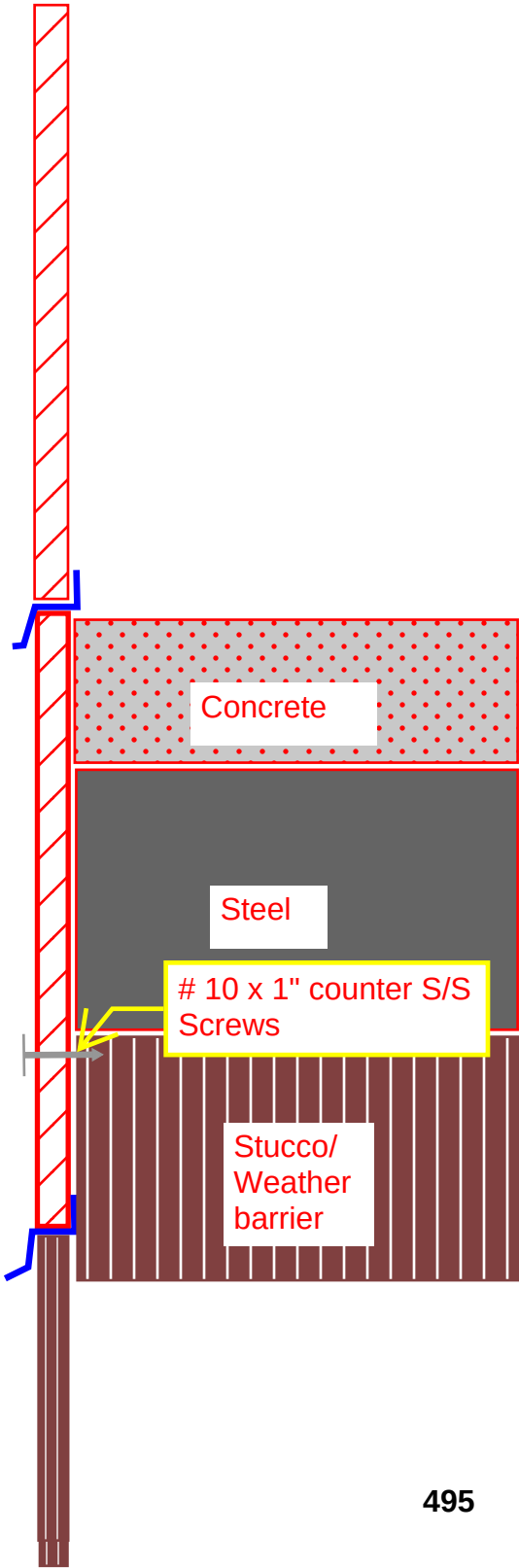
BIM 360://109990 - Rose Avenue Elementary/KTW-109990-RoseES-BLDG03-A-V19.rvt


493


Expansion joint
Painted to match adjacent fiber cement board
Screws installed only in bottom of board


End
Condition


Side Boarder


Concrete
Steel
10 x 1" counter S/S
Screws
Stucco/
Weather
barrier

RFI #--238

Balfour Beatty

Balfour Beatty Construction, LLC
13520 Evening Creek Drive North, Suite 270
San Diego, California 92128
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
220 South Driskill Street
Oxnard, California 93030

Bldg C South - Bypass Wall

TO:	Ruben Ruiz **(IBI Group)**	**FROM:**	Filbert Carbajal **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	11/04/2022	**STATUS:**	Open
LOCATION:	BUILDING C	**DUE DATE:**	11/11/2022
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	TBD
COST IMPACT:	TBD	**SPEC SECTION:**	05 40 00 - Cold-Formed Metal Framing
DRAWING NUMBER:	S2312C, 23/S8114	**REFERENCE:**	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Filbert Carbajal (Balfour Beatty) at 10:51 AM on 11/02/2022

In S2312C along GL Cc, detail 23/S8114 calls for a bypass wall; however, it cannot be achieved because the face of the foundation from the center of column is at 1'-4" per S2112C and the edge of the second floor decking from the center of column is at 1'-7" per S2312C – see attached. It is proposed to terminate the first floor wall to the bottom of the second floor deck and frame the second floor wall on top of the second floor deck similar to detail 3/A4010C. Please advise on how to proceed.

Attachments:
RFI Bypass Wall.pdf

Awaiting an Official Response

All Replies:

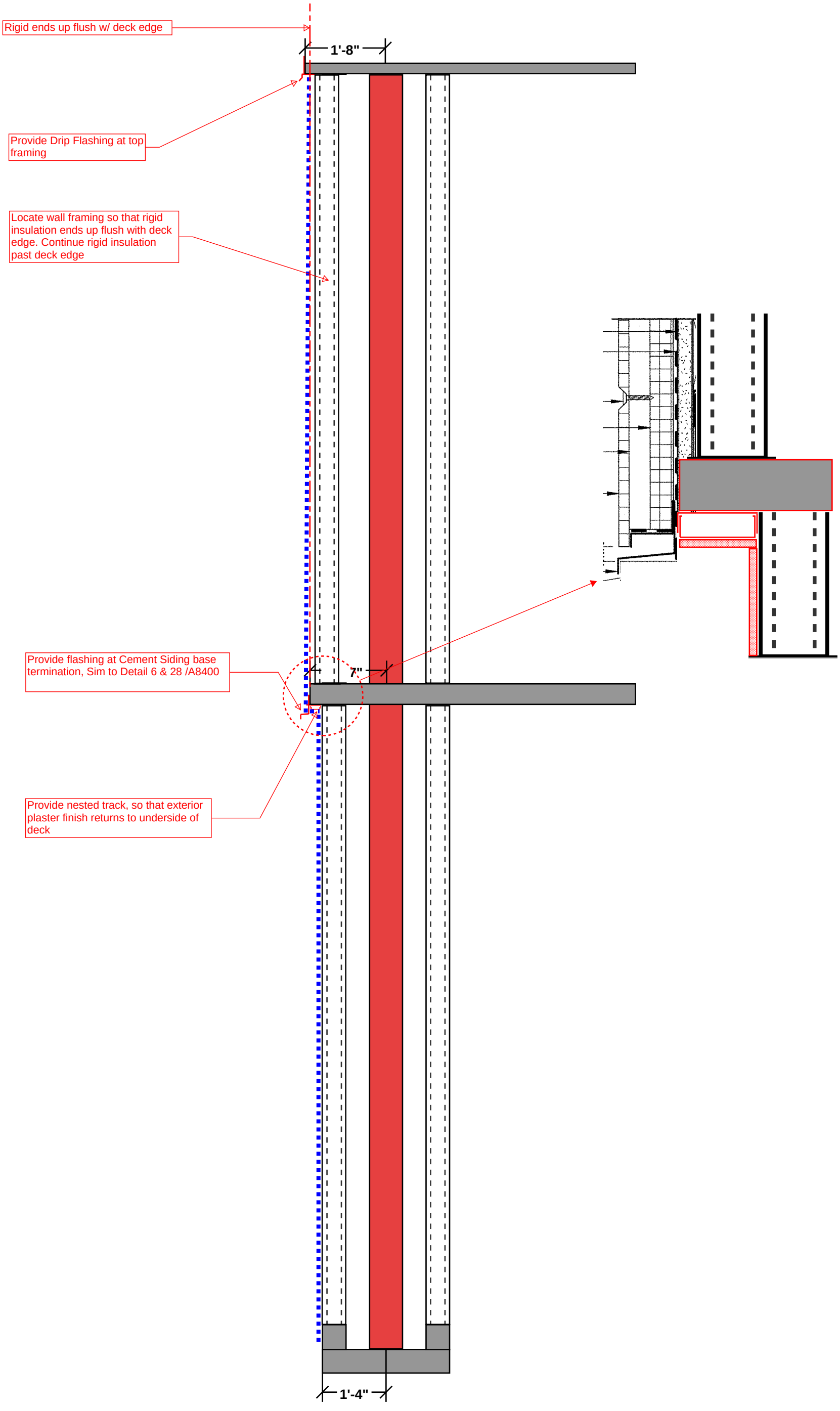
The proposed solution to stop first wall at second floor deck is acceptable. Frame exterior wall per 35/S8114 sim.

See finish termination next page.

Ruben R.
IBI Group
11/18/22

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

Joe Klimczyk, P.E.	11/14/22	
BY	**DATE**	**COPIES TO**


Rigid ends up flush w/ deck edge
1'-8"
Provide Drip Flashing at top framing
Locate wall framing so that rigid insulation ends up flush with deck edge. Continue rigid insulation past deck edge
Provide flashing at Cement Siding base termination, Sim to Detail 6 & 28 /A8400
7"
Provide nested track, so that exterior plaster finish returns to underside of deck
1'-4"



	Owner	[X]	Oxnard School District
Contingency	Architect	[X]	IBI Group
Draw	Contractor	[X]	Balfour Beatty
Request (CDR)	PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 119

Date: 9-18-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 125 - CDR 119 - RFI 244.1 Bldg C Media Center - Expansion Joint Curb Height Provide labor, material and equipment for the means of attachment to the decking and the 4x nailers to meet the 8" height requirement by the roofing manufacturer per RFI 244.1	$ 6,473.40

☐ The cost of this work will be drawn from Contractor Contingency:

☑ The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2023-09-18	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	9-18-2023
Permit Number:	DSA# 03-119284	Change Event No.:	125
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Michael Brewer - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 125 - CDR 119 - RFI 244.1 Bldg C Media Center - Expansion Joint Curb Height

Provide labor, material and equipment for the means of attachment to the decking and the 4x nailers to meet the 8" height requirement by the roofing manufacturer per RFI 244.1

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Commercial Roofing (Labor)	$	3,897.60		
Commercial Roofing (Materials)	$	1,648.26		
Commercial Roofing (O&P @ 15%)	$	831.87		
		Subtotal B:	**$**	**6,377.73**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1.5%		**Subtotal E:**	**$**	**95.67**
Grand Total = (A + B + C + D + E)			**$**	**6,473.40**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty

Rafael Alamillo 2023-09-18

Print Name & Title (General Contractor) | Signature | Date

COMMERCIAL ROOFING SYSTEMS, INC.

PROPOSED CHANGE ORDER

PROJECT NAME: Rose Ave ES

DATE: 4/4/2023

CHANGE ORDER #: 02-Curb nailer extension

DESCRIPTION OF CHANGE: Additional costs to extend curb nailer on Building C North per T&M ticket 04-04-23

ITEM DESCRIPTION	MATERIAL			LABOR			EQUIPMENT/SUBCONTRACTOR		
	QUANTITY	UNIT COST	EXTENSION	QUANTITY	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
2 x wood nailers	6	$22.18	$133.08			$0.00			$0.00
Dens deck	4	$92.00	$368.00			$0.00			$0.00
Fasteners	1	$48.00	$48.00			$0.00			$0.00
			$0.00			$0.00			$0.00
			$0.00			$0.00			$0.00
			$0.00			$0.00			$0.00
Labor - Roofer			$0.00	24	$81.20	$1,948.80			$0.00
			$0.00			$0.00			$0.00
			$0.00			$0.00			$0.00
			$0.00			$0.00			$0.00
			$0.00			$0.00			$0.00
			$0.00			$0.00			$0.00
			$0.00			$0.00			$0.00
			$0.00			$0.00			$0.00
			$0.00			$0.00			$0.00
SUBTOTALS:			$549.08			$1,948.80			$0.00

MATERIALS		$549.08	
SALES TAX	10.25 %	$56.28	$605.36
LABOR		$1,948.80	
EQUIPMENT/SUBCONTRACTOR		$0.00	
SUBTOTAL DIRECT COSTS		$2,554.16	
OVERHEAD ON DIRECT COSTS	15 %	$383.12	
SUBTOTAL			**$2,937.28**
BOND	1.5 %		**$44.06**
TOTAL			**$2,981.34**

APPROVED BY: _____ Name/Date: _____

11735 Goldring Rd. * Arcadia, CA * 91006 * Phone: (626)359-5354 * Fax (626)359-2654

CE#125

COMMERCIAL ROOFING SYSTEMS, INC.

11735 Goldring Road
Arcadia, CA 91006

Time & Material Work Order

Job No.: 5582 **Date:** 4/4/2023

Project Name: Rose Avenue ES Reconstruction

Address: 220 S Driskill St, Oxnard, CA 93030

BUILDING C - NORTH - MEDIA CENTER

Prime Contractor/Subcontractor Workforce:

Classification	Trade	Employee Name	Time In	Time Out	Total
Laborer		Jose Gonzalez	7:00 AM	3:30	8 hrs ✓
Laborer		Jose Luis Aceves	7:00 AM	3:30	8 hrs ✓
Laborer		Clemente Ramos	7:00 AM	3:30	8 hrs ✓
		RSIT			
				Total:	

Materials

Quantity	Description
	- CURB NAILER EXTENSION
	- MEDIA CENTER - BUILDING C NORTH

Equipment

Quantity	Description

Acknowledged By: CE#125 TO BE SUBMITTED TO THE DISTRICT VERIFIED TIME ONLY

Print Name and Title

Signature and Date

COMMERCIAL ROOFING SYSTEMS, INC.

PROPOSED CHANGE ORDER

PROJECT NAME: Rose Ave ES

DATE: 4/14/2023

CHANGE ORDER #: 06-Flash Seismic Joint at Media Center

DESCRIPTION OF CHANGE: Additional costs to for installing blocking and flashing at the media center per T&M ticket

ITEM DESCRIPTION	MATERIAL			LABOR			EQUIPMENT/SUBCONTRACTOR		
	QUANTITY	UNIT COST	EXTENSION	QUANTITY	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
Tremco Detail roll TPA 24"	1	$561.94	$561.94			$0.00			$0.00
Dens deck	2	$92.00	$184.00			$0.00			$0.00
Fasteners	1	$122.00	$122.00			$0.00			$0.00
4x4 blocking	3	$26.00	$78.00			$0.00			$0.00
			$0.00			$0.00			$0.00
			$0.00			$0.00			$0.00
Labor - Roofer			$0.00	24	$81.20	$1,948.80			$0.00
			$0.00			$0.00			$0.00
			$0.00			$0.00			$0.00
			$0.00			$0.00			$0.00
			$0.00			$0.00			$0.00
			$0.00			$0.00			$0.00
			$0.00			$0.00			$0.00
			$0.00			$0.00			$0.00
			$0.00			$0.00			$0.00
SUBTOTALS:			$945.94			$1,948.80			$0.00

MATERIALS		$945.94	
SALES TAX	10.25 %	$96.96	$1,042.90
LABOR		$1,948.80	
EQUIPMENT/SUBCONTRACTOR		$0.00	
SUBTOTAL DIRECT COSTS		$2,991.70	
OVERHEAD ON DIRECT COSTS	15 %	$448.75	
SUBTOTAL			**$3,440.45**
BOND	1.5 %		**$51.61**
TOTAL			**$3,492.06**

APPROVED BY: _____ Name/Date: _____

11735 Goldring Rd. * Arcadia, CA * 91006 * Phone: (626)359-5354 * Fax (626)359-2654

COMMERCIAL ROOFING SYSTEMS, INC.

11735 Goldring Road
Arcadia, CA 91006

Time & Material Work Order

Job No.: 5582 **Date:** 4/14/2023

Project Name: Rose Avenue ES Reconstruction

Address: 220 S Driskill St, Oxnard, CA 93030

Prime Contractor/Subcontractor Workforce:

Classification	Trade	Employee Name	Time In	Time Out	Total
		Jose Gonzalez	7:00	3:30	8 ✓
		Alejandro Contreras	7:00	3:30	8 ✓
		Clemente Ramos	7:00	3:30	8 ✓
				Total:	

Materials

Quantity	Description
	ATTACHED (3) 4x4 AT EXPANTION JOINT w/ SCREWS EVERY 8' O/C PROVIDED SCREWS AND WRAPPED W/ DENSE DECK. SCREWS & PLATES, GLUE STAGGE PLY ABOVE (1-LAYER) TPA

Equipment

Quantity	Description
	Time acknowledged
Seismic Joint Mason Center.	4/14/23

Acknowledged By:

Print Name and Title

Signature and Date

RFI #--244.1

Balfour Beatty

Balfour Beatty Construction, LLC
13520 Evening Creek Drive North, Suite 270
San Diego, California 92128
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
220 South Driskill Street
Oxnard, California 93030

Bldg C Media Center - Expansion Joint Curb Height

TO:	Ruben Ruiz **(IBI Group)**	**FROM:**	Filbert Carbajal **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	11/21/2022	**STATUS:**	Open
LOCATION:		**DUE DATE:**	11/28/2022
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	No
COST IMPACT:	Yes (Unknown)	**SPEC SECTION:**	
DRAWING NUMBER:	A8100	**REFERENCE:**	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Filbert Carbajal (Balfour Beatty) at 01:21 PM on 11/21/2022

Detail 13/A8100 from AD01A A03 does not reflect the means of attachment to the decking or how the 4x nailers will be joined together to meet the 8" height requirement by the roofing manufacturer.

1. For the deck attachment, we propose attaching the 4x nailers to deck using 6" long #14 self-tapping screws at 8" o.c. staggered, starting the layout 4" from either side.
2. To raise the curbs, we propose using (4) 4x nailers staked and joining them together using 6" x 3/8 lag screws at 8" o.c., beginning bolts 4" from either end.

Please confirm if proposed solution is acceptable.

Attachments:
RFI Expansion Joint Curb Height.pdf

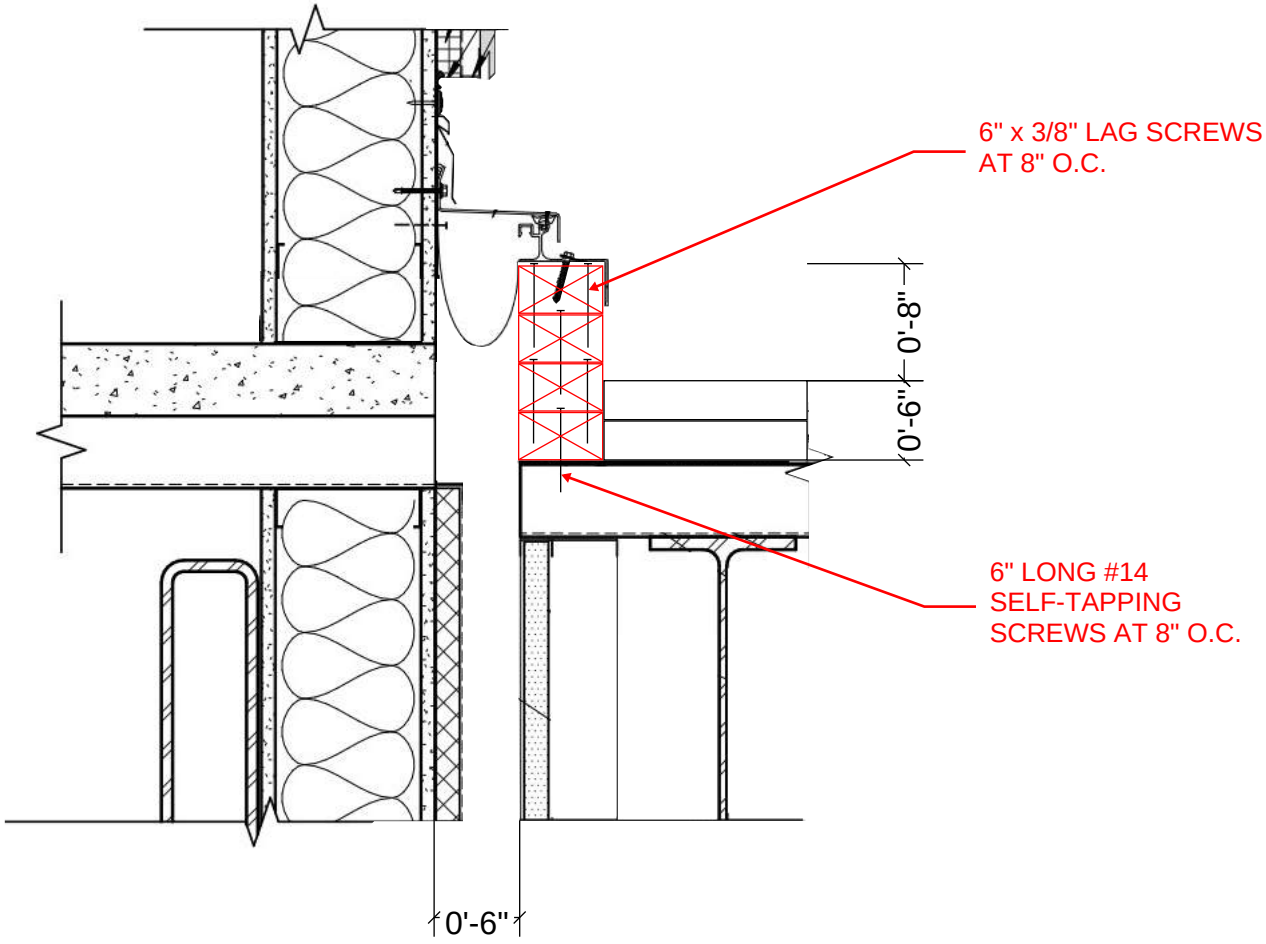
Awaiting an Official Response

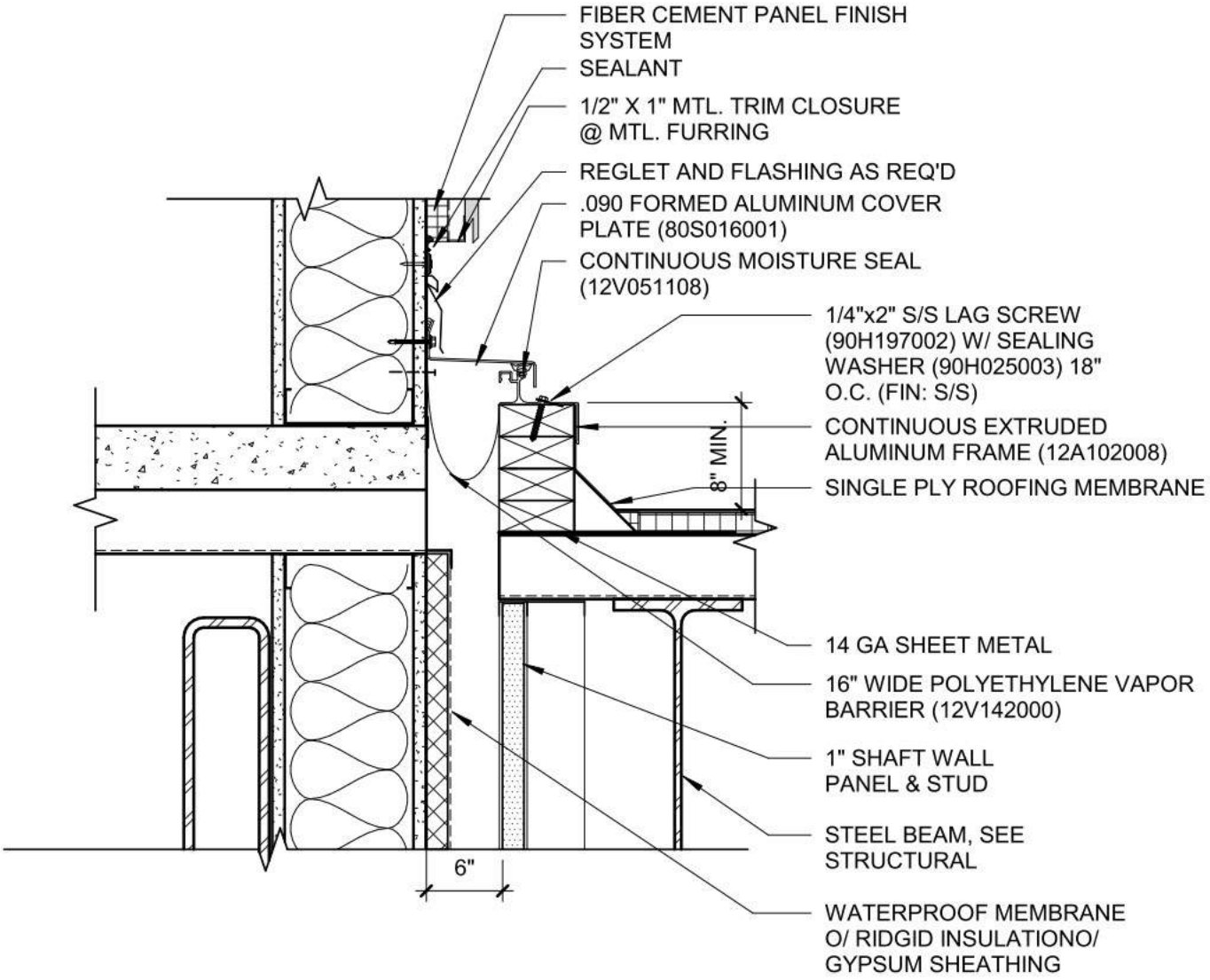
All Replies:

The proposed solution is acceptable.

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

BY	DATE	COPIES TO
Janvi.Kanani	11/28/22	


6" x 3/8" LAG SCREWS
AT 8" O.C.
8'-0"
9'-0"
6" LONG #14
SELF-TAPPING
SCREWS AT 8" O.C.
0'-6"



(13) EXPANSION JOINT
1 1/2" = 1'-0"

IBI
Los Angeles
1001 Wilshire Blvd., Suite 100-3100
Los Angeles CA 90017
213.769.0011 fax: 213.769.0016

LICENSED ARCHITECT
CRAIG ATKINSON
No. C25387
REN. 04/23
STATE OF CALIFORNIA

EXPANSION JOINT

ROSE AVENUE K-5 SCHOOL | DATE 05/28/21

OXNARD SCHOOL DISTRICT | OXNARD CA | **AD01A A03**

PROJECT NO.	DSA FILE NO.	REFERENCE SHEET NO.
109990	56-22	A8100
	DSA APP. NO. 03-119284	

	Owner	[X]	Oxnard School District
Contingency	Architect	[X]	IBI Group
Draw	Contractor	[X]	Balfour Beatty
Request (CDR)	PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 122

Date: 9-28-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 174 - CDR 122 - Signage Subcontractor Balfour Beatty was notified that the contracted signage vendor, FASTSIGNS, was going to go out of business due to illness. Balfour Beaty has reached out the sister store of FASTSIGNS and they have provided Balfour Beatty with their proposal which reflects cost increases and the project's extension of time. Balfour Beatty has also reached out to the second lowest bid, Reprohaus; however, Reprohaus was not able to take the job due to photopolymer subs being booked for the next 12 weeks. Balfour Beatty is requesting the cost of the difference of the original contract and the new proposed cost to be allocated from the Contractor Contingency per Section 5 in the Construction Services Agreement.	$ 43,044.84

[☑] The cost of this work will be drawn from Contractor Contingency:

[ ] The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2023-09-28	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	9-28-2023
Permit Number:	DSA# 03-119284	Change Event No.:	174
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Michael Brewer - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 174 - CDR 122 - Signage Subcontractor

Balfour Beatty was notified that the contracted signage vendor, FASTSIGNS, was going to go out of business due to illness. Balfour Beaty has reached out the sister store of FASTSIGNS and they have provided Balfour Beatty with their proposal which reflects cost increases and the project's extension of time. Balfour Beatty has also reached out to the second lowest bid, Reprohaus; however, Reprohaus was not able to take the job due to photopolymer subs being booked for the next 12 weeks.

Balfour Beatty is requesting the cost of the difference of the original contract and the new proposed cost to be allocated from the Contractor Contingency per Section 5 in the Construction Services Agreement.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
FASTSIGNS	$	43,044.84		
		Subtotal B:	**$**	**43,044.84**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1.5%		**Subtotal E:**		
Grand Total = (A + B + C + D + E)			**$**	**43,044.84**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty

Print Name & Title (General Contractor)

Rafael Alamillo

Signature

2023-09-28

Date

FASTSIGNS
Make Your Statement™

2339 N. Oxnard Blvd.
Oxnard, CA 93036
(805) 278-7800

INVOICE
2034-12296

fastsigns.com/2034

Payment Terms: Net 30

Order Due Date: 10/27/2023
Created Date: 9/14/2023

DESCRIPTION: Revised: Rose Ave. ES signage

Bill To: BALFOUR BEATTY
300 E. Esplanade Drive, #1120
Oxnard, CA 93036
US

Installed: BALFOUR BEATTY
220 South Driskill St.
Oxnard, CA 93030
US

Ordered By: Rafael Alamillo
Email: ralamillo@balfourbeattyus.com
Work Phone: (805) 983-1558
Cell Phone: (805) 208-7462

Salesperson: Saurabh Bajaj

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	**Room and Classroom ADA Signage 8" x 4" x 0.25"**	91	$82.40	$7,044.97	$7,498.40
	8"wx4"h, 1/4" thick Photopolymer signs that are top painted in a custom color with radius corners and holes in each corner.				
1.1	**Specialty - Product -**				
	Part Qty: 1 **Sides:** 1				
2	**Wall mounted Restroom ADA Signage**	20	$225.23	$4,232.11	$4,504.50
	9"w x 11"h, 1/4" thick Photopolymer signs that are top painted in a custom color with radius corners and countersunk holes in each corner. 1/32" deep raised letters and grade 2 clear braille on the face.				
2.1	**Specialty - Product -**				
	Part Qty: 1 **Sides:** 1				
	Text: Mens -1 Womens -1 Nurse -1 Staff - 5 Boys - 3 Girls - 3 Restroom - 6				
3	**Door mounted Women's Restroom ADA Signage**	5	$83.90	$394.13	$419.50
	12" diameter, 1/4" thick acrylic back painted in a custom color having radius corners and counter-sunk holes. No Pictogram or braille on the face.				

3.1	**Specialty - Product -** **Part Qty:** 1 **Sides:** 1 **Text:** WOMEN - 1 Nurse - 1 Girls - 3				
4	**Door mounted Men's Restroom ADA Signage** 12"wx10"h, 1/4" thick acrylic back painted in a custom color having radius corners and counter-sunk holes. No Pictogram or braille on the face	4	$83.90	$315.31	$335.60
4.1	**Specialty - Product -** **Part Qty:** 1 **Sides:** 1 **Text:** Men - 1 Boys - 3				
5	**Door mounted Unisex Restroom ADA Signage** 12"wx10"h, 1/4" thick Photopolymer signs that are top painted in a custom color attached to the face of a 12" diameter, 1/4" thick Photopolymer signs that are top painted in a custom color and countersunk holes top and bottom. No Pictogram or braille on the face	11	$124.20	$1,283.59	$1,366.20
5.1	**Specialty - Product -** **Part Qty:** 1 **Sides:** 1 **Text:** Staff - 5 Restroom - 6				
6	**ISA ADA signage 6" X 6" X 0.25"** 6"wx6"h, 1/4" thick Photopolymer signs that are top painted in a custom color with radius corners and holes in each corner. 1/32" deep raised graphic	8	$91.80	$689.99	$734.40
6.1	**Specialty - Product -** **Part Qty:** 1 **Sides:** 1 **Text:** ISA Symbol				
7	**Exit ADA signage** 4.5"w x 3"h, 1/4" thick Photopolymer signs that are top painted in a custom color with radius corners and countersunk holes in each corner. 1/32" deep raised letters and grade 2 clear braille on the face.	9	$44.55	$376.71	$400.95
7.1	**Specialty - Product -** **Part Qty:** 1 **Sides:** 1 **Text:** EXIT				
8	**Exit Route ADA signage** 9.5"w x 8.5"h, 1/4" thick Photopolymer signs that are top painted in a custom color with radius corners and countersunk holes in each corner. 1/32" deep raised letters and grade 2 clear braille on the face.	2	$183.73	$345.23	$367.45
8.1	**Specialty - Product -** **Part Qty:** 1 **Sides:** 1 **Text:** EXIT ROUTE				
9	**ADA signage Assistive Listening System**	34	$297.00	$9,487.38	$10,098.00

15"w x 9"h, 1/4" thick Photopolymer signs that are top painted in a custom color with radius corners and countersunk holes in each corner. 1/32" deep raised letters and grade 2 clear braille on the face.

9.1 **Specialty - Product -**

Part Qty: 1
Sides: 1

Text:
Assistive Listening System

10	**Maximum occupancy sign with frame**	1	$477.50	$448.63	$477.50

15"w x 9"h, 1/4" thick Photopolymer signs that are top painted in a custom color with radius corners and countersunk holes per drawing. 1/32" deep raised letters. No braille.

Aluminum frame for the sign

10.1 **Specialty - Product - Maximum occupancy sign**

Part Qty: 1
Sides: 1

Text:
MAXIMUM
OCCUPANCY
ASSEMBLY: 710

10.2 **Specialty - Product - Aluminum frame**

Part Qty: 1
Sides: 1

11	**Elevator rescue sign**	1	$525.00	$493.25	$525.00

13.5"wx15.5"h, 1/4" thick Photopolymer signs that are top painted in a custom color with radius corners and holes in each corner. 1/32" deep raised and flat text with California grade 2 clear braille

11.1 **Specialty - Product -**

Part Qty: 1
Sides: 1

Text:
PUSH FOR HELP
braille
IN THE EVENT OF AN EMERGENCY,
PUSH THE RED HELP BUTTON FOR
EVACUATION ASSISTANCE
PERSONS WHO ARE ABLE TO USE THE
EXIT STAIRWAY SHOULD DO SO AS
SOON AS POSSIBLE UNLESS THEY ARE
ASSISTING OTHERS
WAIT HERE FOR ASSISTANCE CALLS
MAY TAKE SEVERAL MINUTES
YOUR LOCATION IS FLOOR #
ELEVATOR LANDING

12	**Elevator floor signs**	2	$87.00	$163.48	$174.00

4"w x 4"h, 1/4" thick Photopolymer signs that are top painted in a custom color with radius corners and countersunk holes in each corner. 1/32" deep raised letters and grade 2 clear braille on the face.

12.1 **Specialty - Product -**

Part Qty: 1
Sides: 1

Text:
Floor number with braille

13	**ADA Parking Accessible sign with posts**	2	$164.52	$309.14	$329.04

.080 aluminum with Engineering grade reflective printing and 10' long galvanized steel posts with a pair

	of brackets to install the signs.				
13.1	**Specialty - Product - Accessible parking sign** **Part Qty:** 1 **Sides:** 1 **Text:** *Accessible symbol* PARKING ONLY Minimum fine $250				
13.2	**Specialty - Product - 2-3/8" round posts and brackets** **Part Qty:** 1 **Sides:** 1				
14	**ADA Parking Van Accessible sign with post**	1	$204.30	$191.95	$204.30
	.080 aluminum with Engineering grade reflective printing and 10' long galvanized steel posts with a pair of brackets to install the signs.				
14.1	**Specialty - Product - Van Accessible parking sign** **Part Qty:** 1 **Sides:** 1 **Text:** *Accessible symbol* Parking Only Van Accessible $250 Min. Fine				
14.2	**Specialty - Product - 2-3/8" round post and brackets** **Part Qty:** 1 **Sides:** 1				
15	**"office" Cast Aluminum Letters. 18" tall**	1	$1,312.20	$1,232.85	$1,312.20
	18" tall 1.5" thick, cast aluminum letters with black color baked enamel finish. Studs in the back for mounting. Price includes the mounting template.				
15.1	**Specialty - Dimensional Letters -** **Part Qty:** 1 **Text:** office				
16	**"200" Cast Aluminum Letters. 24" tall**	1	$1,186.65	$1,114.89	$1,186.65
	24" tall 1.5" thick, cast aluminum letters with black color baked enamel finish. Studs in the back for mounting. Price includes the mounting template.				
16.1	**Specialty - Dimensional Letters -** **Part Qty:** 1 **Text:** 200				
17	**"220" Cast Aluminum Letters. 18" tall**	1	$729.00	$684.92	$729.00
	18" tall 1.5" thick, cast aluminum letters with black color baked enamel finish. Studs in the back for mounting. Price includes the mounting template.				
17.1	**Specialty - Dimensional Letters -** **Part Qty:** 1 **Text:** 220				
18	**"300" Cast Aluminum Letters. 16" tall**	1	$599.40	$563.15	$599.40
	16" tall 1.25" thick, cast aluminum letters with black color baked enamel finish. Studs in the back for mounting. Price includes the mounting template.				

18.1	**Specialty - Dimensional Letters -** **Part Qty:** 1 **Text:** 300				
19	**"400" Cast Aluminum Letters. 16" tall** 16" tall 1.25" thick, cast aluminum letters with black color baked enamel finish. Studs in the back for mounting. Price includes the mounting template.	1	$599.40	$563.15	$599.40
19.1	**Specialty - Dimensional Letters -** **Part Qty:** 1 **Text:** 400				
20	**"500" Cast Aluminum Letters. 16" tall** 16" tall 1.25" thick, cast aluminum letters with black color baked enamel finish. Studs in the back for mounting. Price includes the mounting template.	1	$599.40	$563.15	$599.40
20.1	**Specialty - Dimensional Letters -** **Part Qty:** 1 **Text:** 500				
21	**"MEDIA CENTER" Cast Aluminum Letters. 16" tall** 16" tall 1.25" thick, cast aluminum letters with black color baked enamel finish. Studs in the back for mounting. Price includes the mounting template.	1	$2,197.80	$2,064.90	$2,197.80
21.1	**Specialty - Dimensional Letters -** **Part Qty:** 1 **Text:** MEDIA CENTER				
22	**Quote Cast Aluminum Letters. 6" tall** 6" tall .75" thick, cast aluminum letters with black color baked enamel finish. Studs in the back for mounting. Price includes the mounting template.	1	$4,432.66	$4,164.62	$4,432.66
22.1	**Specialty - Dimensional Letters -** **Part Qty:** 1 **Text:** You are braver than you believe, stronger than you seem, and smarter than you think. - A.A. Milne				
23	**School Name Cast Aluminum Letters. 12" and 6" tall** 12" and 6" tall, 1" thick, cast aluminum letters with black color baked enamel finish. Studs in the back for mounting. Price includes the mounting template.	1	$4,669.65	$4,387.28	$4,669.65
23.1	**Specialty - Dimensional Letters -** **Part Qty:** 1 **Text:** ROSE AVENUE ELEMENTARY - 12" tall SCHOOL OF SCIENCE AND WELLNESS - 6" tall				
24	**Door Vinyl Graphics, Large & small numbers** Pressure-sensitive adhesive backed vinyl numbers	37	$57.76	$2,007.80	$2,137.02

24.1	**Vinyl - Cut -** **Part Qty:** 1 **Width:** 29.00" **Height:** 20.40" - Foreground Color: Black - Font: Arial Black **Text:** Per list to be provided				
25	**Door Vinyl Graphics, Large number** Pressure-sensitive adhesive backed vinyl numbers	37	$65.02	$2,260.25	$2,405.72
25.1	**Vinyl - Cut -** **Part Qty:** 1 **Width:** 24.00" **Height:** 30.00" - Foreground Color: Black - Font: Arial Black **Text:** Per list to be provided				
26	**Installation** Installation of all the signs listed	1	$14,500.00	$0.00	$14,500.00
26.1	**Installation - Subcontract -** - Retail Price: $14500.00				
27	**Boom and scissor lift Rental** Cost to rent a 135' boom lift and a 20' scissor lift.	1	$6,500.00	$6,106.95	$6,500.00
27.1	**Specialty - Product -** **Part Qty:** 1 **Sides:** 1				
28	**Multipurpose Room Wall graphic** Digitally printed special 3M vinyl and special 3M laminate for the VOC paint. Contour cut to the elements. 26' w x 6' h	1	$4,971.20	$4,670.59	$4,971.20
28.1	**Vinyl - Printed -** **Part Qty:** 1 **Width:** 312.00" **Height:** 72.70" **Text:** Per graphic provided				
29	**Media Room Wall graphic** Digitally printed special 3M vinyl and special 3M laminate for the VOC paint. Contour cut to the elements. 26' w x 6' h	1	$3,756.08	$3,528.95	$3,756.08
29.1	**Vinyl - Printed -** **Part Qty:** 1 **Width:** 312.00" **Height:** 40.20" **Text:** Per graphic provided				
30	**Installation of Vinyl graphics** Installation of the vinyl in the Media Room and Multipurpose room walls.	1	$3,705.00	$0.00	$3,705.00
30.1	**Installation - Subcontract -** - Retail Price: $3705.00				
31	**Scissor lift for installation of vinyl graphics**	1	$950.00	$892.55	$950.00

31.1	**Specialty - Product -** **Part Qty:** 1 **Sides:** 1

Thank you for your business.
This FASTSIGNS location is independently owned and operated.

Base Subtotal:	$82,686.02
Discount:	($5,000.00)
Subtotal:	$77,686.02
Taxable Amount:	$60,581.87
Taxes:	$5,603.82
Grand Total:	$83,289.84
Amount Paid:	$0.00
BALANCE DUE:	$83,289.84

Signature: _____ **Date:** _____

Balfour Beatty

13520 Evening Creek Drive North, Suite 270
San Diego California 92128
(858) 635-7400

LONG FORM SUBCONTRACT

SCOPE: **BID PACKAGE #16 - SIGNAGE**

DATE: 10/08/2021

TO: Fastsigns Of Oxnard
2339 North Oxnard Boulevard, Oxnard, CA 93036
Oxnard, California 93036

PROJECT NAME: Rose Ave. Elem School Reconstruction

PROJECT ADDRESS: 220 South Driskill Street
Oxnard, California 93030

ATTN: Jill Bonilla

PROJECT #: 15650000
VENDOR #: 5283352
CONTRACT #: 016

In consideration of the terms and conditions set forth in this Subcontract, Subcontractor agrees that it will furnish and install all work specified on the attached Scope of Work and required by this Subcontract for the Subcontract Price of:

$40,245.00 (forty thousand two hundred forty-five dollars and zero cents)

Retainage: 5.0%

The Owner of the Project is: **Oxnard School District**

The "SUBCONTRACT Documents" include this Subcontract form, the Subcontract Terms and Conditions, and all other applicable Exhibits including:

Exhibit A - Contract Documents
Exhibit B - Scope of Work
Exhibit C - Special Provisions
Exhibit D - Safety Requirements
Exhibit E - Supplemental Safety Requirements
Exhibit F – Lien Releases
Exhibit G – Pay Application
Exhibit H - Project Schedule
Exhibit I - Quality Control Plan
Exhibit J – Insurance and Bonding Requirements
Exhibit K - Bond Forms
Exhibit L - Provisions Applicable to Publicly Funded Projects
Exhibit M – EEO Policy
Exhibit N1 - Not Used
Exhibit N2 - Not Used
Exhibit O - State Law Rider
Exhibit P - Subcontractor's Certificate Regarding Workers Comp
Exhibit Q - Digital Document Release Acknowledgement
Exhibit R - Signing Authority Letter
Exhibit S - Project Policy & Procedure Manual
Exhibit T - Additional Documents

Fastsigns Of Oxnard
Subcontractor
By: Jill Bonilla
Name: Jill Bonilla
Title: Owner & Manager
State Contractor License #: 1014372
Date: 11-19-2021

Balfour Beatty Construction, LLC
Contractor
By:
Name: Brian H. Cahill
Title: President, California Division
State Contractor License #: 979126
Date: 12/01/2021

This Subcontract is not binding until accepted

Contingency Draw Request (CDR)

Owner	[X]	Oxnard School District
Architect	[X]	IBI Group
Contractor	[X]	Balfour Beatty
PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 131R1

Date: 10-19-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 250-CDR 131R1 Library Graphic Wall Provide labor, materials and equipment to paint "Cold Morning" to the library graphic wall in lieu of the vinyl adhesive super-graphic noted on A6010C dated 8/18/22.	$ 3,793.00

☐ The cost of this work will be drawn from Contractor Contingency:

☑ The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2023-10-19	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	10-19-2023
Permit Number:	DSA# 03-119284	Change Event No.:	250 R1
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 250-CDR 131R1 Library Graphic Wall

Provide labor, materials and equipment to paint "Cold Morning" to the library graphic wall in lieu of the vinyl adhesive super-graphic noted on A6010C dated 8/18/22.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
CAM Painting	$	3,793.00		
		Subtotal B:	**$**	**3,793.00**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1.5%		**Subtotal E:**		
Grand Total = (A + B + C + D + E)			**$**	**3,793.00**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2023-10-19

Print Name & Title (General Contractor) — Signature — Date

Carbajal, Filbert

From: Ruben Ruiz <ruben.ruiz@ibigroup.com>
Sent: Wednesday, April 12, 2023 15:21
To: rleon@oxnardsd.org; Alamillo, Rafael; Garcia, Alex; Carbajal, Filbert
Cc: Rick Ostrander; Timhoyt5@yahoo.com; Janvi Kanani; Angela Ball; Ari Benedict
Subject: FW: Rose Ave Accent Wall Color Selection

Thanks Ricky,

Rafael / Alex / Filbert,
Please proceed with providing these colors:

Multi-purpose Room Graphic Wall
- DE6369 Legendary Gray

Library Graphic Wall
- IP-1 DE6365 Cold Morning

Thanks

Ruben Ruiz

4119 Broad Street, Suite 210
San Luis Obispo CA 93401 United States
tel +1 805 546 0433 ext 56677 fax +1 805 546 0504

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IBI Group is now proudly a part of Arcadis.

NOTE: This email message/attachments may contain privileged and confidential information. If received in error, please notify the sender and delete this e-mail message.

From: Leon, Ricardo <rleon@oxnardsd.org>
Sent: Wednesday, April 12, 2023 2:39 PM
To: Ruben Ruiz <ruben.ruiz@ibigroup.com>
Cc: Scott Burkett <sburkett@cfwinc.com>; Miller, Dana <dmiller@oxnardsd.org>; rostrander@cfwinc.com; Perez, Diana <dperez@oxnardsd.org>; Janvi Kanani <Janvi.Kanani@IBIGroup.com>
Subject: Rose Ave Accent Wall Color Selection

*** Exercise caution. This is an EXTERNAL email. DO NOT open attachments or click links from unknown senders or unexpected email. ***
Hi Ruben,

Per our conversation, here are the color selections for the MPR and Media Center accent walls:

Multi-purpose Room Graphic Wall
- DE6369 Legendary Gray

Library Graphic Wall
- IP-1 DE6365 Cold Morning

Thank you for your help on this!
Ricky C. Leon

RFI #--473

Balfour Beatty

Balfour Beatty Construction, LLC
13520 Evening Creek Drive North, Suite 270
San Diego, California 92128
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
220 South Driskill Street
Oxnard, California 93030

Building C North Media Center- Room 1-301 Vinyl Graphics Confirmation

TO:	Ruben Ruiz **(Arcadis)** Linda Iversen **(Arcadis)**	**FROM:**	Ivan Hurtado Vazquez **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	09/22/2023	**STATUS:**	Open
LOCATION:	BUILDING C MEDIA CENTER	**DUE DATE:**	09/29/2023
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	No
COST IMPACT:	~~TBD~~	**SPEC SECTION:**	09 91 00 - Painting
DRAWING NUMBER:		**REFERENCE:**	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

No cost impact associated with this scope

Question from Ivan Hurtado Vazquez (Balfour Beatty) at 07:44 AM on 09/22/2023

Per Asi 17, Wall 1-301 East - illustrates that the east wall has vinyl graphics. According to the OAC meeting on 8/23/23, it was mentioned that only the top portion of the wall would have the vinyl graphics, and the lower portion would be painted cold morning semi-gloss. Please provide confirmation.

Attachments:
RFI 473 .pdf

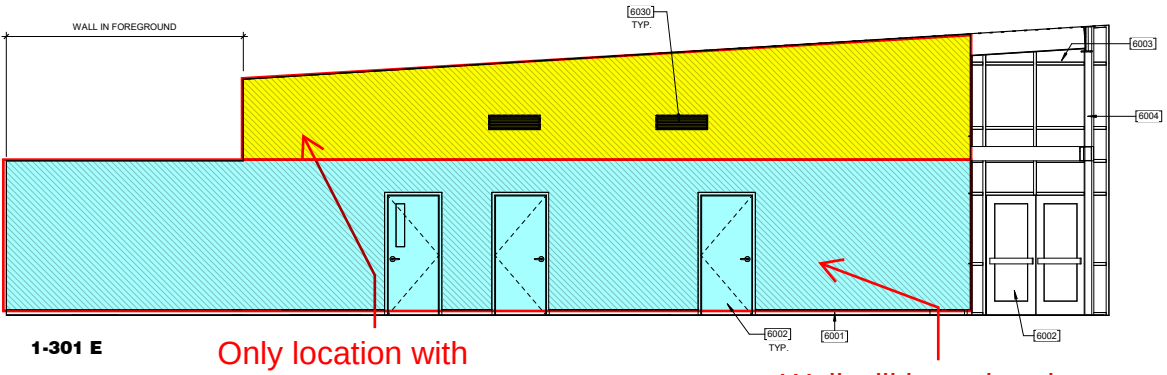
Awaiting an Official Response

All Replies:

Per RFI meeting on 09/25/2023, it was mentioned that the wall is already painted "Cold Morning".
Location of graphics to be on the top portion of wall as depicted on the next page. (Refer to ASI 30),
Installer to prepare wall to accommodate vinyl graphic adhesion to wall.
As point of clarification, only the colored graphics to be adhered to the wall.
The background remains painted, Cold Morning. See next page.
Please do not send additional RFI's regarding this subject, we can discus any further questions in RFI / OAC meetings.

Ruben R.
Arcadis-IBI
09/26/2023

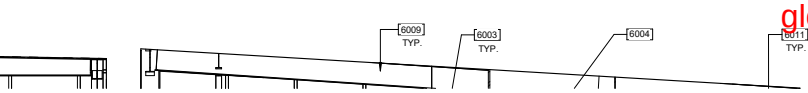
BY **DATE** **COPIES TO**



1-301 E

Only location with Vinyl Graphics

Wall will be painted cold morning semi gloss

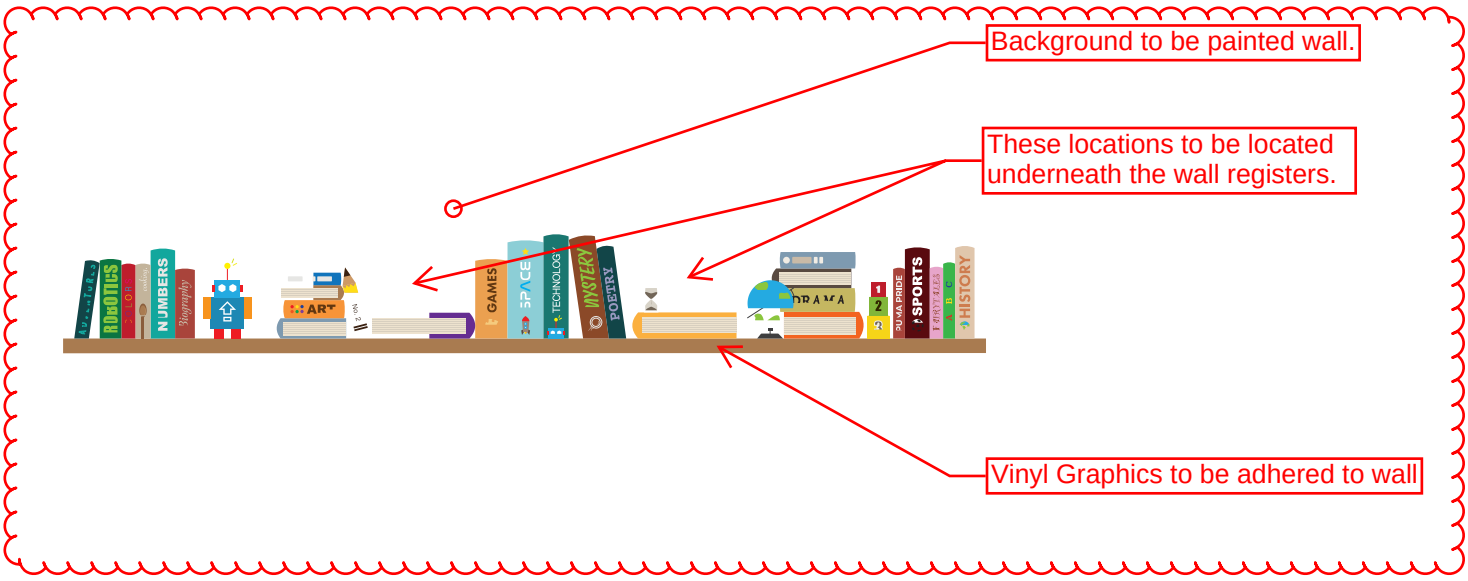


6000-GENERAL NOTES

1. PROVIDE SOLID BACKING IN WALL AS PER DETAIL 10/A8500 AT ALL LOCATIONS OF WALL MOUNTED ITEMS, INCLUDING BUT NOT LIMITED TO CABINETRY,TOILET ACCESSORIES, OWNER PROVIDED ACCESSORIES, ELECTRICAL AND FIRE ALARM DEVICES, AND BRACKETS FOR WALL MOUNTED EQUIPMENT.
2. REFER TO DETAILS 8/A8700 AND 19/A8700 FOR MOUNTING HEIGHTS OF TOILET ACCESSORIES AND PLUMBING FIXTURES.
3. WALL MOUNTED ELECTRICAL ITEMS ARE SHOWN ON THIS DRAWING ONLY WHERE PLACEMENT IS CRITICAL TO VISUAL APPEARANCE. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL RECEPTACLES, SWITCHES, AND OTHER WALL MOUNTED ELECTRICAL DEVICES NOT SHOWN ON THIS DRAWING.
4. REFER TO FLOOR PLANS AND WINDOW SCHEDULES FOR MOUNTING HEIGHTS OF WINDOWS.

6000 - KEYNOTES

6001	BASE, SEE ROOM FINISH SCHEDULE AND SEE DETAILS 23, 24 & 25/A8500 FO ADDITIONAL INFORMATION.
6002	DOOR, SEE DOOR SCHEDULE.
6003	WINDOW, SEE WINDOW SCHEDULE.
6004	COLUMN, SEE STRUCTURAL DRAWINGS.
6008	SOFFIT.
6009	STRUCTURAL FRAMING, SEE STRUCTURAL DRAWINGS.
6011	LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS.
6012	ROLLER SHADES.SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
6020	FLAT SCREEN MONITOR, SEE DETAIL 1/A8501 FOR ATTACHMENT.
6030	LOUVER
6052	6" TALL ALUMINIUM CHANNEL LETTERS TO BE PIN MOUNTED



	Owner	[X]	Oxnard School District
Contingency	Architect	[X]	IBI Group
Draw	Contractor	[X]	Balfour Beatty
Request (CDR)	PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 132R1

Date: 10-20-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

253-CDR 132R1

The Contract is changed as follows:

Ref. Cost Event 250-CDR 131R1 ASI 30 Vinyl Graphics Provide labor, materials and equipment to provide vinyl graphics to the Bldg B MPR east interior wall and Bldg C Media Center east interior wall per ASI 30 dated 9/1/23. No graphic design was shown in the original contract documents nor addendum when project was bid out. The revised signage submittal dated 10/12/23 changed the signage layout and (1) ADA room sign was added. ASI 33 deleted the vinyl designs on the doors and a credit is provided.	$ 14,420.00

☐ The cost of this work will be drawn from Contractor Contingency:

☑ The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2023-10-20	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	10-20-2023
Permit Number:	DSA# 03-119284	Change Event No.:	253R1
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 253-CDR 132R1 ASI 30 Vinyl Graphics

Provide labor, materials and equipment to provide vinyl graphics to the Bldg B MPR east interior wall and Bldg C Media Center east interior wall per ASI 30 dated 9/1/23. No graphic design was shown in the original contract documents nor addendum when project was bid out. The revised signage submittal dated 10/12/23 changed the signage layout and (1) ADA room sign was added. ASI 33 deleted the vinyl designs on the doors and a credit is provided.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
FASTSIGNS	$	14,420.00		
		Subtotal B:	**$**	**14,420.00**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1.5%		**Subtotal E:**		
Grand Total = (A + B + C + D + E)			**$**	**14,420.00**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2023-10-20

Print Name & Title (General Contractor) — Signature — Date

FASTSIGNS
Make Your Statement

2339 N. Oxnard Blvd.
Oxnard, CA 93036
(805) 278-7800

fastsigns.com/2034

ESTIMATE
EST-12560

Payment Terms: Net 30

Created Date: 10/19/2023

DESCRIPTION: Rose Ave. ES Wall graphics, additional room sign and credit

Bill To: BALFOUR BEATTY
300 E. Esplanade Drive, #1120
Oxnard, CA 93036
US

Installed: BALFOUR BEATTY
220 South Driskill St.
Oxnard, CA 93030
US

Requested By: Rafael Alamillo
Email: ralamillo@balfourbeattyus.com
Work Phone: (805) 983-1558
Cell Phone: (805) 208-7462

Salesperson: Saurabh Bajaj
Entered By: Saurabh Bajaj

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	**Room ADA Sign 8" x 4" x 0.25"** 8"w x 4"h, 1/4" thick Photopolymer signs that are top painted in a custom color with radius corners and holes in each corner.	1	$82.40	$61.69	$82.40
1.1	**Specialty - Product -** **Part Qty:** 1 **Sides:** 1				
2	**Multipurpose Room Wall graphic** Digitally printed special 3M vinyl and special 3M laminate for the VOC paint. Contour cut to the elements. 26' w x 6' h	1	$4,971.20	$3,721.58	$4,971.20
2.1	**Vinyl - Printed -** **Part Qty:** 1 **Width:** 312.00" **Height:** 72.70" - Foreground Color: Full color **Text:** Per graphic provided				
3	**Media Room Wall graphic** Digitally printed special 3M vinyl and special 3M laminate for the VOC paint. Contour cut to the elements. 38' w x 4' 10.8" h	1	$6,863.14	$5,137.94	$6,863.14
3.1	**Vinyl - Printed -** **Part Qty:** 1 **Width:** 456.00" **Height:** 58.77" - Foreground Color: Full color **Text:** Per graphic provided				
4	**Installation of Vinyl graphics**	1	$5,205.00	$0.00	$5,205.00

	Installation of the vinyl in the Media Room and Multipurpose room walls.				
4.1	**Installation - Subcontract -** - Retail Price: $5205.00				
5	**Scissor lift for installation of vinyl graphics**	1	$950.00	$711.20	$950.00
5.1	**Specialty - Product -** **Part Qty:** 1 **Sides:** 1				
6	**Credit for Door vinyl**	1	($4,542.74)	$0.00	($4,542.74)
	A credit of $4542.74 is applied since the client no longer wants to do the vinyl numbers on the doors				
6.1	**Miscellaneous Taxable -** **Part Qty:** 1 **Sides:** 1				

Base Subtotal:	$18,071.74
Discount:	$0.00
Subtotal:	$13,529.00
Taxable Amount:	$9,632.39
Taxes:	$891.00
Grand Total:	$14,420.00

Signature: _____ **Date:** _____

IBI GROUP
537 South Broadway., Suite 500
Los Angeles, CA 90013

www.IBIGroup.com

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI)

PROJECT:	Rose Avenue K-5 School	**ASI NO.:**	**030**
OWNER:	Oxnard School District 1051 S. 'A' Street Oxnard, CA 93030	**DATE:**	09/012023
Construction Management	Caldwell Flores Winters, Inc. 815 Colorado Blvd. Suite 201 Los Angeles, CA 90042	**ARCHITECT:**	Arcadis - IBI Group 537 South Broadway, Suite 500 Los Angeles, CA 90013
CONTRACTOR:	Balfour Beatty 300 E. Esplanade Drive #1120 Oxnard, CA 93036	**PROJECT NO.:**	109990
		DSA FILE NO.:	56-22
		APPLICATION NO.:	03-119284

The work shall be carried out in accordance with the Change Order prepared by the Owner. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for these changes to the Work, as consistent with the Contract Documents, by signing below and returning an executed original to the Architect within ten (10) days of receiving these instructions.

Description:

Reference Sheet A6010B; 201 Multipurpose Room – East:

1. See attached .pdf graphic to be vinyl, adhered onto interior wall.
   As point of clarification; Paw and Puma head to have white outline provided within the artwork.

Reference Sheet A3003C; Detail 1 Partial West elevation:

2. See attached .pdf graphic to be painted onto exterior elevator wall.

Reference Sheet A6010C; 1-301 Media Center East:

3. See attached .pdf graphic to be vinyl, adhered onto interior wall.
   As point of Clarification, existing background painted wall to remain. Only colored graphics to be adhered.

Attachments: .pdf graphics

Draft Print
09-01-2023 4:03:27 PM

ISSUED
IBI GROUP, A CALIFORNIA PARTNERSHIP

By: Ruben R. Date: 09/01/2023

ACCEPTED:

By: _____ Date: _____


ADVENTURES
ROBOTICS
COLOR
cooking
NUMBERS
Biography
ART
No. 2
GAMES
SPACE
TECHNOLOGY
MYSTERY
POETRY
DRAMA
1
2
3
PUMA PRIDE
SPORTS
FAIRYTALES
A B C
HISTORY
38'
42'
HANDLE WITH CARE
MARK
Snorkel S3010E


41′
26′
PUMAS
EXIT
EXIT

Contingency Draw Request (CDR)

Owner	[X]	Oxnard School District
Architect	[X]	IBI Group
Contractor	[X]	Balfour Beatty
PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 139

Date: 11-21-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 278 - CDR 139 - RFI 261 Bldg C Media Center Entrance - Sidelights' Width Provide labor, material, and equipment to modify type "J" frames at the Bldg C Media Center curatin wall to match storefront sidelights per RFI 261.	$ 2,777.73

☐ 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	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2023-11-21	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	11-21-2023
Permit Number:	DSA# 03-119284	Change Event No.:	278
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 278 - CDR 139 - RFI 261 Bldg C Media Center Entrance - Sidelights' Width

Provide labor, material, and equipment to modify type "J" frames at the Bldg C Media Center curatin wall to match storefront sidelights per RFI 261.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Elite Glass (Labor & Equipment)	$	1,345.44		
Elite Glass (Materials)	$	1,034.28		
Elite Glass (O&P @ 15%)	$	356.96		
		Subtotal B:	**$**	**2,736.68**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1.5%		**Subtotal E:**	**$**	**41.05**
Grand Total = (A + B + C + D + E)			**$**	**2,777.73**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2023-11-21

Print Name & Title (General Contractor) — Signature — Date

Elite GLASS Enterprise Inc. Lic# 898030

Glass Contractor
Commercial & Residential

9232 Bermudez Street •
Pico Rivera, CA 90660 •
Phone: 562) 699-9300 •
Fax: 562) 692-6962 •
Sales@eliteglassco.com •

PROPOSED CHANGE ORDER

PROJECT NAME: **Rose Ave ES Reconstruction**

COP Quote NO.: **16560000-02**

Reference SECTION RFI#261

PROJECT LOCATION: 220 South Driskill St. Oxnard CA 93030

DATE: **1/4/2023**

Owner:

Project Manager/GC: **LEON CAVALLO/Balfour Beatty Construction**

DESCRIPTION OF CHANGE: **Provide Price tO Modify Frame Type "J" per RFI 261**

REFERENCE: RFI#261

TIME ADJUSTMENT TO SCHEDULE: Additional 1 Calendar Days **N/A**

A MATERIAL

Description	Qty	Unit	Unit Rate	Total	ADDITIVE	DEDUCTIVE
1. OPG25600	2.00	SL	$ 655.00	$ 1,310.00		
2. OPG2917	2.00	SL	$ 88.00	$ 176.00		
3. OPG2902	2.00	SL	$ 148.00	$ 296.00		
4. OPG6001	2.00	SL	$ 149.00	$ 298.00		
Sub-Total				$ 2,080.00		
DISCOUNT ON MATERIALS				$ 1,144.00		
NET COST ON MATERIALS				$ 936.00		
Tax, CA			10.50%	$ 98.28		
Material - Total				$ 1,034.28	**$1,034.28**	**$ -**

B LABOR & EQUIPMENT

Description	Qty	Unit	Unit Rate	Total	ADDITIVE	DEDUCTIVE
Glazier, Regular Hours	8.00	MAN-HOURS	$ 88.77	$ 710.16		
Employers Burden:Tax & Insurances				$ 135.28		
Labor - Total				$ 845.44	**$845.44**	**$ -**

C PICK-UP/DELIVERY

Description	Qty	Unit	Unit Rate	Total	ADDITIVE	DEDUCTIVE
1. PICK-UP AND DELIVERY	1	LS	$ 500.00	$ 500.00		
Sub-Total				$ 500.00		
Tax				$ -		
Total				$ 500.00	**$500.00**	**$ -**

D 2nd TIER SUBCONTRACTOR

Description	Qty	Unit	Unit Rate	Total	ADDITIVE	DEDUCTIVE
2nd Tier Subcontractor - Total				$ -	**$0.00**	**$ -**

D	**SUB-TOTAL (ADDITIVE)**	**$ 2,379.72**		
E	**SUB-TOTAL (DEDUCTIVE)**		**$ -**	
F	**Total Direct Cost (Line D + E)**			**$ 2,379.72**
G	**Mark-up (Overhead & Profit)**		**15%**	**$ 356.96**
H	**Total Direct Costs + Mark-up (Line F + G)**			**$ 2,736.68**
I	**Payment & Performance Bond**		**1.50%**	**$ 41.05**
J	**Total Change Request:**			**$ 2,777.73**

Submitted by:
ELITE GLASS ENTRPRISES, INC.

Signature:
Name: **JIMMY GULAPA**
Date: 1/4/2023

Approved By:

Signature:
Name: **LEON CAVALLO**
Date:

RFI #--261

Balfour Beatty

Balfour Beatty Construction, LLC
13520 Evening Creek Drive North, Suite 270
San Diego, California 92128
Phone: (858) 635-7400

Project: 15650000 - Rose Ave. Elem School Reconstruction
220 South Driskill Street
Oxnard, California 93030

Bldg C Media Center Entrance - Sidelights' Width

TO:	Ruben Ruiz **(IBI Group)**	**FROM:**	Filbert Carbajal **(Balfour Beatty)** 300 E. Esplanade Drive #1120 Oxnard, California 93036
DATE INITIATED:	12/29/2022	**STATUS:**	Open
LOCATION:	BUILDING C>FLOOR 1>1-301 MEDIA CENTER	**DUE DATE:**	01/05/2023
PROJECT STAGE:	3. Construction	**COST CODE:**	
SUB JOB:	001 Construction	**SCHEDULE IMPACT:**	No
COST IMPACT:	No	**SPEC SECTION:**	08 44 13 - Glazed Aluminum Curtain Walls
DRAWING NUMBER:	A9201C	**REFERENCE:**	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:			

Question from Filbert Carbajal (Balfour Beatty) at 04:24 PM on 12/28/2022

After field verifying the curtain wall dimensions at the entrance of the Media Center, it was discovered that the width of the sidelights will be at 4-1/2". Please confirm if it is acceptable.

Attachments:
E9 ELEVATION.pdf

Awaiting an Official Response

All Replies:

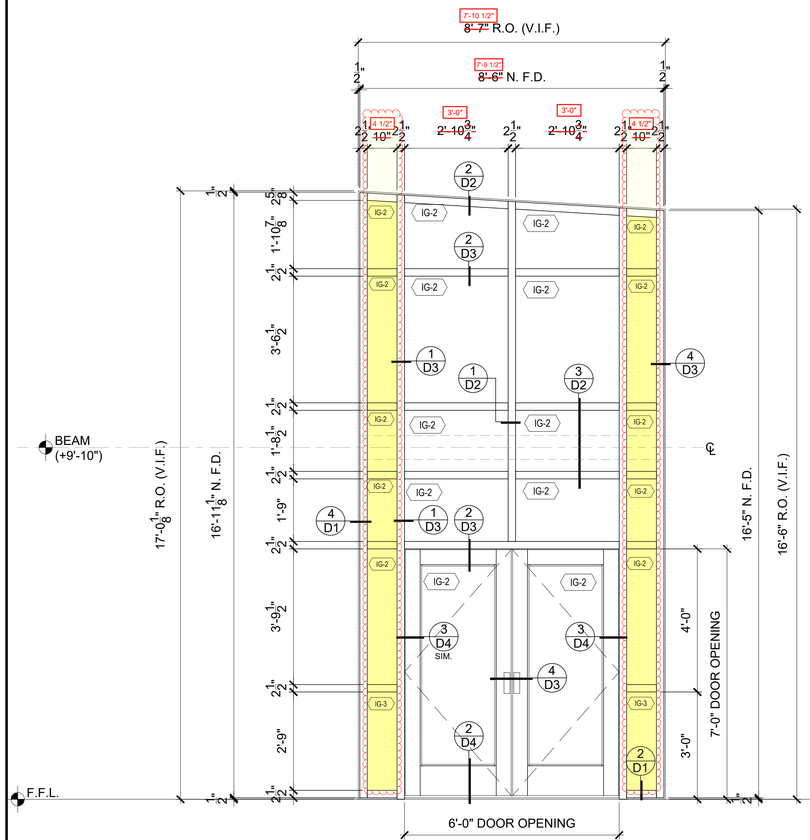
Preference would be for the glazing above the doors to continue to outer perimeter mullion. See next page. Please confirm this can be achieved at no additional cost.

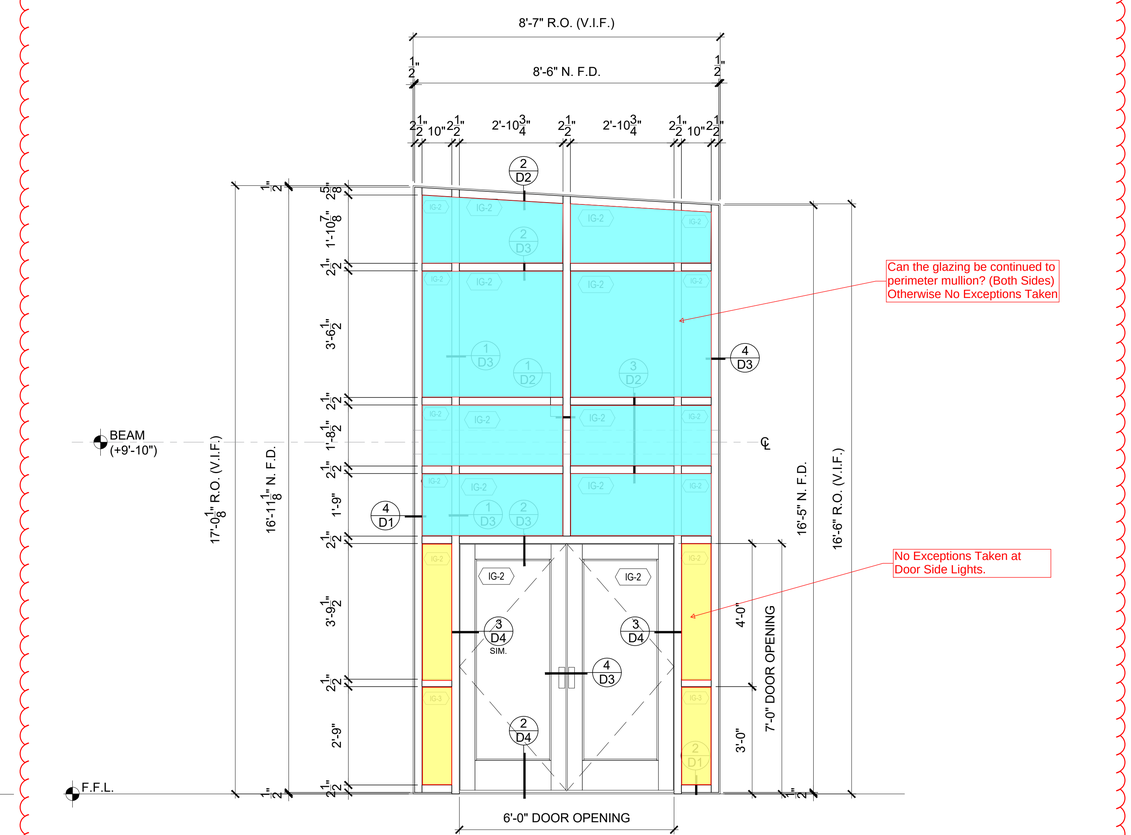
Otherwise, No Exceptions Taken to proposed solution.

Ruben R.
IBI Group
01/04/2023

Please review this clarification as it relates to your scope of work. Upon completion of your review, notify our field office of all scope changes which may implicate a change in cost or time to your subcontract. We will consider this clarification incorporated into your scope of work with no additional cost or time if our field office has not received a notification from you within three (3) business days of the issuance of this communication. Contact us should you have any questions.

BY **DATE** **COPIES TO**





DETAIL NO.	TITLE	SCALE	QUANTITY THUS
1	FRAME TYPE - J CURTAIN WALL	1/2" = 1'-0"	1
PAGE NO.	SYSTEM	ARCH. REF.	QUANTITY OPP.
E9	ARCADIA OPG25600 SERIES - 2 1/4" x 6"	A9201C	--

DOOR#:	1-301A
TYPE:	C1
MODEL:	ARCADIA WS512HD
HW SET:	17
SWING:	SWING DOOR

REVISION

No	Date	Description

OWNER:

OXNARD SCHOOL DISTRICT
1051 South A Street,
Oxnard, CA 93030
Tel. 805.385.1501

PROJECT
ROSE AVENUE K-5 SCHOOL
220 S. Driskill St, Oxnard, CA 93030
OXNARD SCHOOL DISTRICT

PROJECT ARCHITECT:

IBI GROUP
315 W. 9th Street, Suite 600
Los Angeles, CA 90015
Tel. 213.769.0011

GENERAL CONTRACTOR:

BALFOUR BEATTY
1501 Quail Street, Suite 130,
New Beach, CA 92660
Tel. 949.502.4000
www.balfourbeatty.com

GLAZING CONTRACTOR:

Elite GLASS Enterprise, Inc. Lic# 898030
9232 Bermudez St.
Pico Rivera, CA 90660
tel: 562.699.9300
fax: 562.692.6962

DRAWN BY: CPS
CHECKED BY: -
DATE: 01/10/2022
SCALE: AS SHOWN

ELEVATION

DRAWING NUMBER:
E9

	Owner	[X]	Oxnard School District
Contingency	Architect	[X]	IBI Group
Draw	Contractor	[X]	Balfour Beatty
Request (CDR)	PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 140

Date: 11-22-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 279 - CDR 140 - Public Address Two Way Communication During the PA system inspection the IOR pointed out that the rooms are missing Call buttons per Spec Section 275116 (Addendum 1B) Taft Wrote RFI #83 to confirm if there if there were to be any call buttons because there is no call buttons on E4003R which has Addendum 1B with 3A deltas on the drawings same with the Signal riser diagram and the signal drawings. There are no Call buttons on any of these drawings. It would seem that if there was any desire to have these buttons, they would been on the revised Addendum 1B drawings. In addition, in Taft Electric's Contract Line item #160, the Call buttons are mentioned that they were to be issued in Addenda 1B. Since the Contract came after Addendum 1B it was put in Parentheses (Issued in Addendum 5C), There was no revised Signal drawings in Addendum. The classrooms have had revisions to all the AV boxes however in all that time no one from OSD asked about the Call buttons. It was not until RFI#518 was written 11/16/23 that the questions were asked where to install the Call buttons. Due to there was no call buttons on the Signal riser diagram and signal drawings we are pursuing additional costs.	$ 26,010.00

☐ The cost of this work will be drawn from Contractor Contingency:

☑ The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	PROGRAM MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: Rafael Alamillo	By : _____	By: _____
Date: 2023-11-22	Date: _____	Date: _____

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	11-22-2023
Permit Number:	DSA# 03-119284	Change Event No.:	279
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 279 - CDR 140 - Public Address Two Way Communication

During the PA system inspection the IOR pointed out that the rooms are missing Call buttons per Spec Section 275116 (Addendum 1B) Taft Wrote RFI #83 to confirm if there if there were to be any call buttons because there is no call buttons on E4003R which has Addendum 1B with 3A deltas on the drawings same with the Signal riser diagram and the signal drawings. There are no Call buttons on any of these drawings. It would seem that if there was any desire to have these buttons, they would been on the revised Addendum 1B drawings.
In addition, in Taft Electric's Contract Line item #160, the Call buttons are mentioned that they were to be issued in Addenda 1B. Since the Contract came after Addendum 1B it was put in Parentheses (Issued in Addendum 5C), There was no revised Signal drawings in Addendum.
The classrooms have had revisions to all the AV boxes however in all that time no one from OSD asked about the Call buttons. It was not until RFI#518 was written 11/16/23 that the questions were asked where to install the Call buttons. Due to there was no call buttons on the Signal riser diagram and signal drawings we are pursuing additional costs.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Taft (Labor)	$	7,233.39		
Taft (Direct Job Expenses)	$	584.78		
PacificCom	$	18,191.73		
		Subtotal B:	**$**	**26,010.00**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1.5%		**Subtotal E:**	**$**	**-**
Grand Total = (A + B + C + D + E)			**$**	**26,010.00**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

Rafael Alamillo, Project Manager - Balfour Beatty — Rafael Alamillo — 2023-11-22

Print Name & Title (General Contractor) — Signature — Date

Taft Electric Company
1694 Eastman Ave, Ventura, CA 93003
Lic. #772245 | PWC #1000000149
(805) 642-0121

CHANGE ORDER REQUEST

COR #029 Additional PA Call Button

To:	Raphael Alamillo Project Manager Balfour Betty 300 E. Esplanade Drive #1120 Oxnard, CA 93036	**From:** **Phone:** **Email:**	Tim Harris Project Manager (805) 320-1623 tharris@taftelectric.com
Phone: **Email:** **CC:**	(805) 206-8614 RAlamillo@balfourbettyus.com	**Date Issued:**	11/21/2023

Requested Amount:	$	$26,010.00

The change in scope for the amount requested above is as follows:

COR #029
During the PA system inspection the IOR pointed out that the rooms are missing Call buttons per Spec Section 275116 (Addendum 1B) Taft Wrote RFI #83 to confirm if there if there were to be any call buttons because there is no call buttons on E4003R which has Addendum 1B with 3A deltas on the drawings same with the Signal riser diagram and the signal drawings. There is no Call buttons on any of these drawings. It would seem that if there was any desire to have these buttons, they would been on the revised Addendum 1B drawings.
In addition, in Taft electrics Contract Line item #160, the Call buttons are mentioned that they were to be issued in Addenda 1B. Since the Contract came after Addendum 1B it was put in Parentheses (Issued in Addendum 5C), There was no revised Signal drawings in Addendum.
The classrooms have had revisions to all the AV boxes however in all that time no one from OSD asked about the Call buttons. It was not until RFI#518 was written 11/16/23 that the questions were asked where to install the Call buttons.
Do to there was no call buttons on the Signal riser diagram and signal drawings we are pursuing additional costs.

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.

Submitted By:

Tim Harris Date
Project Manager
Taft Electric Company

Approved By:

Raphael Allamillo Date
Project Manager
Balfour Betty Corporation

Taft Electric Company
1694 Eastman Ave, Ventura, CA 93003
Lic. #772245 | PWC #1000000149
(805) 642-0121

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.

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Rose Ave Elementary JOB# 22-2338 TEC COR#: 29

CUST RFP#: 0

COR DESCRIPTION: PA Call Button Extra DATE: 11/21/2023

TAKE OFF			
	DESCRIPTION	MATERIAL	HOURS
Conest		$0.00	8.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
		$0.00	0.00
	TOTAL	**$0.00**	**8.00**

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
3.00%	CONSUMABLES	$0.00
9.25%	SALES TAX	$0.00
3.00%	MATERIAL HANDLING	$0.00
0.00%		$0.00
	SUBTOTAL MATERIAL	**$0.00**
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL TAKEOFF MATERIAL	**$0.00**

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL QUOTES	**$0.00**
9.25%	SALES TAX	$0.00
0.00%	MATERIAL HANDLING	$0.00
0.00%		$0.00
0.00%		$0.00
	SUBTOTAL QUOTES	**$0.00**
15.00%	OVERHEAD & PROFIT	$0.00
	TOTAL QUOTES	**$0.00**

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
Pac Com	Labor and material	$17,325.46
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	SUBTOTAL SUBCONTRACTS	**$17,325.46**
5.00%	OVERHEAD & PROFIT	$866.27
	TOTAL SUBCONTRACTS	**$18,191.73**

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
Reg Shift Foreman	10.00	$92.65	$926.50
Full OT Foreman	0.00	$138.97	$0.00
OT Prem Foreman	0.00	$0.00	$0.00
DT Prem Foreman	0.00	$167.60	$0.00
OT Shift Foreman	0.00	$128.81	$0.00
Reg Shift JW	35.00	$84.29	$2,950.15
Full OT JW	0.00	$126.43	$0.00
OT Prem Crew	0.00	$0.00	$0.00
DT Prem Crew	0.00	$155.18	$0.00
OT Shift Crew	0.00	$119.49	$0.00
CAD Drafter	0.00	$0.00	$0.00
Apprentice 70%	35.00	$68.95	$2,413.25
Full Apprentice OT	0.00	$103.42	$0.00
0.00%			$0.00
0.00%			$0.00
		SUBTOTAL LABOR	**$6,289.90**
15.00%		OVERHEAD & PROFIT	$943.49
		TOTAL LABOR	**$7,233.39**

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	$0.00
0.00%	PERMIT FEES	$0.00
0.00%	ESTIMATING	$0.00
0.00%	CAD / DRAFTING	$0.00
0.00%	REPRODUCTION COSTS	$0.00
2.00%	TOOLING RENTAL	$0.00
0.00%	Roto Hammer	$0.00
2.00%	Fuel Surcharge	$508.50
0.00%	Dirt Tamper/ wacker	$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%		$0.00
0.00%	WARRANTY	$0.00
0.00%		$0.00
	SUBTOTAL DJE	**$508.50**
15.00%	OVERHEAD & PROFIT	$76.28
	TOTAL DJE	**$584.78**

CHANGE REQUEST SUMMARY		
	TAKEOFF MATERIAL	$0.00
	QUOTED MATERIAL	$0.00
	SUBCONTRACTORS	$18,191.73
	LABOR EXPENSES	$7,233.39
	DIRECT JOB EXPENSES	$584.78
	SUBTOTAL CHANGE REQUEST	**$26,009.90**
0.00%	Bond	$0.00
	CHANGE PROPOSAL TOTAL	**$26,010**

PacifiCom

Pacific Coast Sound and Communications
330 N. Wood Road, Suite L • Camarillo, CA 93010
(805) 987-1351 • (805) 647-2823 • Fax (805) 987-1353
www.pacificomusa.com • License #529914 (C7/C10)

CHANGE ORDER PROPOSAL

Taft Electric Company

ATTENTION: Tim Harris

Rose Avenue Elementary School - Reconstruction

Purchase order # 20-2338
Sales order # 5827

November 20, 2023

DESCRIPTION:	REVISED - RFI# 518 - Add call switches and cabling to classrooms.

MATERIAL ADD

QTY	PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT COST	EXTENDED COST
31	602302	Rauland	Call Switch	$41.00	$1,271.00
62	100029C	Platinum	ezEX48-RJ45 Cat6a Crimp Plug	$0.39	$24.18
930	2412 009A1000	Belden	Multi-Conductor - Enhanced Category 6 Nonbonded-Pair Cables 4-pair U/UTP CMR Reel-in-Box White	$0.18	$167.03
				TOTAL ADD PRICE	$1,462.21

MATERIAL DEDUCT

QTY	PART NUMBER	MFG	DESCRIPTION	UNIT COST	EXTENDED COST
				TOTAL DEDUCT PRICE	$0.00

LABOR CHARGES

DATE	INSTALLER	HOURS	LABOR RATE	EXTENDED COST
		140	$95.00	$13,300.00
			TOTAL LABOR PRICE	$13,300.00

MATERIALS COSTS	ADD	$1,462.21
	DEDUCT	$0.00
	TOTAL ADD/DEDUCTS	$1,462.21
	TOTAL COST OF MATERIALS	$1,462.21
MATERIALS PRICE FOR PROJECT	TOTAL MARKED UP MATERIALS	$1,681.54
	SALES TAX	$130.32
	FREIGHT	$218.60
MARK UP AND LABOR COSTS	LABOR COST	$13,300.00
	PROFIT & OVERHEAD LABOR	$1,995.00
	TOTAL LABOR	$15,295.00

TOTAL CHANGE ORDER AMOUNT: $17,325.46

With payment to be made as follows: Based on original contract.

EXCEPTIONS THAT MAY APPLY:

Glenn Vacca

Authorized Signature: Glenn Vacca General Manager

Taft Electric Company

This proposal may be withdrawn by us if not accepted with in 15 days.

DATE:

CONTRACTOR

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. l agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by workmen's compensation insurance.

CE Number	CDR	Cont. Allow. # /Status	Open CE's	CE Title	Date Submitted Orig. to CFW / IBI	Date Re-submitted / Status	Cost Submitted	Contractor Contingency Approved	Project (E&O) Contingency	Offsite Improvements Allowance	Architect & CFW Approved Board Meeting October 2025 Allocation #08	Comments
075	041R1	Disputed	CFW Rec. Approval 7/9/25	RFI 205 - Bldg. B - Revise thickened slab edge for storefront alignment with beam above	08/02/23	Disputed 01/18/2024	$3,300.00		$3,300.00		E&O	
072	046	Disputed	CFW Rec. Approval 7/9/25	RFI 183 - Extend guardrail system vertically to ensure 42" is achieved at stair landings.	07/28/23	Disputed 11/10/23	$37,753.00		$37,753.00		E&O	
107	059	Disputed	CFW Rec. Approval 7/9/25	RFI 239 - Bldg. C Media Center - Curtain Wall Slab Edge Extension	03/07/23	Disputed - 3/16/2023	$1,093.00		$1,093.00		E&O	
100	063R1	Disputed	CFW Rec. Approval 7/9/25	RFI 271 - Exterior Canopy - HSS Column and Rebar Clash	03/27/23	Disputed - 11/10/2023, 12/14/23	$7,762.01		$7,762.01		E&O	
186	089	Disputed	CFW Rec. Approval 7/9/25	CCD 12 Revisions to Exhaust Fan and Roof Hatch Curbs	07/28/23	Disputed 2-8-24	$18,574.00		$18,574.00		E&O	
054	095	Disputed	CFW Rec. Approval 7/9/25	RFI 132.1 - Bldg. C Revise Size of (2) Mechanical Yards	08/02/23	Disputed 2-8-24	$5,214.72		$5,214.72		E&O	
190	097R1	Disputed	CFW Rec. Approval 7/9/25	RFI 079 Bldg. B - Mechanical Ventilation Code Bust	08/02/23	Disputed 2-8-24,	$4,685.34		$4,685.34		E&O	
194	098	Disputed	CFW Rec. Approval 7/9/25	RFI 410 Utilities Sleeving at Site/Patio Wall	08/04/23	Disputed 2-8-24	$4,396.42		$4,396.42		E&O	
195	099	Disputed	CFW Rec. Approval	Relocate Installed Sewer line at Bldg. C North	08/04/23	Disputed 2-8-24	$4,022.77		$4,022.77		E&O	
196	100	Disputed	CFW Rec. Approval 7/9/25	Relocate Fire and Domestic Water Lines at Kinder CMU Wall	08/04/23	Disputed 2-8-24	$16,139.57		$16,139.57		E&O	
197	101	Disputed	CFW Rec. Approval 7/9/25	Additional Storm Drain Cleanouts	08/04/23	Disputed 2/15/24	$11,816.44		$11,816.44		E&O	
199	102	Disputed	CFW Rec. Approval 7/9/25	Bldg. C North - Relocate Domestic Water Line	08/07/23	Disputed 2-8-24	$7,799.84		$7,799.84		E&O	
144	105	Disputed	CFW Rec. Approval 7/9/25	(TIA #03) Cabinets Storage - Delay due to CE91	5/2/23	Disputed 2-8-24	$5,520.00		$5,520.00		E&O	
210	112	Disputed	CFW Rec. Approval	RFI 404 - Exterior Walkway - Splice Detail on Walkway	08/25/23	Disputed 2-6-24	$7,163.37		$7,163.37		E&O	
201	118	Disputed	CFW Rec. Approval	RFI 444 Bldg. C South - Siding and Stucco Transition	09/15/23	Disputed 2-8-24	$4,494.60		$4,494.60		E&O	
125	119	Disputed	CFW Rec. Approval 7/9/25	RFI 244.1 Bldg. C Media Center - Expansion Joint Curb Height	09/29/23	Disputed 2-8-24	$6,473.40		$6,473.40		E&O	
174	122	Disputed	CFW Rec. Approval	FASTSIGNS - Signage	09/29/23	Disputed 2023	$43,044.84		$43,044.84		E&O	
250	131R1	Disputed	CFW Rec. Approval 7/9/25	Bldg. C Media Center - Paint Graphics Wall	10/20/23	Disputed 2023	$3,793.00		$3,793.00		E&O	
253	132 R1	Disputed	CFW Rec. Approval	ASI 30 Vinyl Graphics at MPR & Media Center	04/10/24	Disputed 04/8/24	$14,420.00		$14,420.00		E&O	
278	139	Disputed	CFW Rec. Approval 7/9/25	RFI 261 Bldg. C Media Center Entrance - Sidelights' Width	11/22/23	Disputed 12-4-23	$2,777.73		$2,777.73		E&O	
279	140	Disputed	CFW Rec. Approval 7/9/25	Public Address Two-Way Communication	11/22/23	Disputed 2/15/24	$26,010.00		$26,010.00		E&O	
		E&O		BBC Negotiated Offset with CFW	10/17/25	Negotiatied Amount	$ (1,547.71)		$ (1,547.71)		E&O	
Total				TOTAL			$234,706.34	$0.00	$234,706.34	$0.00		

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

The Lease Leaseback Agreement ("Agreement") entered into on November 17th, 2017, by and between the Oxnard School District ("District") and Balfour Beatty Construction, LLC, ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #17-158 that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained LLB Contractor to provide preconstruction and constructionservices for the Rose Avenue Elementary School Reconstruction ("Project") for the District's Master Construct and Implementation Program;

WHEREAS, the District operates Rose Avenue Elementary, located at 220 S. Driskill Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Balfour Beatty Construction to construct thru the completion and occupancy of the new school;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed withconstruction;

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

AMENDMENT

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

H. Site. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit B** attachedhereto to the Site Lease.

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

The "GMP" for the Project shall be **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents ($41,678,393.00)**. The GMP consists of (1) a Contractor Contingency in the amount of **One Million Six Hundred Ninety-five Thousand Fourty-Two Dollars and No Cents ($1,695,042.00)**, and, (2) Sublease Payments in the amount of **$173,660** per month for **12** months for a total lease value of **Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents ($2,083,920.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto.

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

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign **Leon Cavallo** as Project Manager/Superintendent for the Project. So long as **Leon Cavallo** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

APPROVED:

Balfour Beatty Construction, LLC:

Signature

Brian H. Cahill President, California Division
Typed Name/Title

09/28/2021
Date

OXNARD SCHOOL DISTRICT:

Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

10-7-2021
Date

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

EXHIBIT A

Scope of Work

DRAWINGS

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

PROJECT DESCRIPTION

CONSTRUCTION OF A NEW SCHOOL ON THE EXISTING SCHOOL PLAY FIELD, MULTIPLE BUILDINGS FOR KINDERGARTEN, CLASSROOMS, MULTI-PURPOSE BUILDING, ADMINISTRATION, LEARNING RESOURCE CENTER, AND BOTH ON AND OFF-SITE IMPROVEMENTS.

The Project will be completed in two (2) Phases over a nineteen (19) month duration. **Phase 1,** (construction of new campus facilities), shall commence in November 2021 and be completed in February 2023. **Phase 2,** (demolition of the existing campus and completion of the new sports field and related equipment shall commence February 2023 and be completed in June 2023. A total duration of four hundred and sixty (460) Calendar Days. The total Guaranteed Maximum Price (GMP) for the Rose Ave E.S. Reconstruction Project shall be: **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents ($41,678,393.00).**

Contract Documents Listed

1. **Specifications**

Division	Number	Description
01 - General Requirements	01 11 00	Summary of Work
01 - General Requirements	01 23 00	Alternates
01 - General Requirements	01 25 00	Substitution Procedures
		Substitution Request Form - For Use During Bidding
		Substitution Request Form - For Use During Construction
		Substitution Warranty Form
01 - General Requirements	01 26 00	Contract Modification Procedures
01 - General Requirements	01 29 00	Payment Procedures
01 - General Requirements	01 31 00	Project Management and Coordination
01 - General Requirements	01 31 24	Building Information Modeling (BIM) Coordination
01 - General Requirements	01 32 00	Construction Progress Documentation
01 - General Requirements	01 33 00	Submittal Procedures
01 - General Requirements	01 41 00	Regulatory Requirements

01 - General Requirements	01 42 00	Definitions and References
01 - General Requirements	01 43 00	Quality Assurance
01 - General Requirements	01 50 00	Temporary Facilities and Controls
01 - General Requirements	01 56 39	Temporary Tree and Plant Protection
01 - General Requirements	01 60 00	Product Requirements
01 - General Requirements	01 70 00	Field Engineering and Execution Requirements
01 - General Requirements	01 73 29	Cutting and Patching
01 - General Requirements	01 74 16	Storm Water Pollution Prevention Plan
01 - General Requirements	01 74 19	Construction Waste Management and Disposal
01 - General Requirements	01 77 00	Closeout Procedures
01 - General Requirements	01 78 23	Operation and Maintenance Data
01 - General Requirements	01 78 39	Project Record Documents
01 - General Requirements	01 79 00	Demonstration and Training
01 - General Requirements	01 81 19	Indoor Air-Quality Requirements
02 - Existing Conditions	02 41 13	Site Demolition
02 - Existing Conditions	02 41 16	Building Demolition
03 - Concrete	03 05 05	Concrete Sealer
03 - Concrete	03 30 00	Cast-In-Place Concrete
03 - Concrete	03 30 05	Underslab Vapor Barrier
03 - Concrete	03 52 00	Concrete Topping
04 - Masonry	04 22 00	Concrete Unit Masonry
05- Metals	05 12 00	Structural Steel Framing
05- Metals	05 12 13	Architecturally Exposed Structural Steel Framing
05- Metals	05 31 00	Steel Decking
05- Metals	05 40 00	Cold-Formed Metal Framing
05- Metals	05 50 00	Metal Fabrications
05- Metals	05 51 00	Metal Stairs
06 - Woods, Plastics, and Composites	06 16 43	Glass-Mat Gypsum Sheathing
06 - Woods, Plastics, and Composites	06 20 00	Finish Carpentry
06 - Woods, Plastics, and Composites	06 41 00	Architectural Wood Cabinets
06 - Woods, Plastics, and Composites	06 83 16	Fiberglass-Reinforced Plastic Paneling
07 - Thermal and Moisture Protection	07 13 26	Self-Adhering Sheet Waterproofing
07 - Thermal and Moisture Protection	07 13 30	Pre-Applied Sheet Waterproofing
07 - Thermal and Moisture Protection	07 18 13	Traffic Coating
07 - Thermal and Moisture Protection	07 21 13	Rigid Foam Board Insulation

07 - Thermal and Moisture Protection	07 21 16	Blanket Insulation
07 - Thermal and Moisture Protection	07 27 19	Weather-Resistive Sheet Barrier System
07 - Thermal and Moisture Protection	07 42 13	Formed Metal Wall Panels
07 - Thermal and Moisture Protection	07 42 46	Fiber-Cement Wall Panels
07 - Thermal and Moisture Protection	07 46 46	Fiber-Cement Siding
07 - Thermal and Moisture Protection	07 54 13	Tripolymer Alloy Roofing
07 - Thermal and Moisture Protection	07 62 00	Sheet Metal Flashing and Trim
07 - Thermal and Moisture Protection	07 65 00	Flexible Flashing
07 - Thermal and Moisture Protection	07 71 29	Manufactured Roof Expansion Joints
07 - Thermal and Moisture Protection	07 72 00	Roof Accessories
07 - Thermal and Moisture Protection	07 84 13	Penetration Firestopping
07 - Thermal and Moisture Protection	07 84 43	Joint Firestopping
07 - Thermal and Moisture Protection	07 92 00	Joint Sealants
07 - Thermal and Moisture Protection	07 95 13	Expansion Joint Cover Assemblies
08 - Openings	08 11 13	Hollow-Metal Doors and Frames
08 - Openings	08 14 16	Flush Wood Doors
08 - Openings	08 31 13	Access Doors and Frames
08 - Openings	08 33 13	Overhead Coiling Counter Door
08 - Openings	08 41 13	Glazed Aluminum Entrances and Storefronts
08 - Openings	08 44 13	Glazed Aluminum Curtain Walls
08 - Openings	08 51 13	Aluminum Windows
08 - Openings	08 71 00	Door Hardware
08 - Openings	08 81 00	Glass Glazing
08 - Openings	08 91 00	Louvers
09 - Finishes	09 06 00	Colors and Finishes
09 - Finishes	09 21 16	Gypsum Board Shaft-Wall Assemblies
09 - Finishes	09 24 00	Portland Cement Plaster
09 - Finishes	09 28 16	Glass-Mat-Faced Gypsum Backing Board
09 - Finishes	09 29 00	Gypsum Board
09 - Finishes	09 30 00	Ceramic Tile

09 - Finishes	09 51 13	Suspended Lay-In Panel Ceilings
09 - Finishes	09 65 00	Resilient Flooring
09 - Finishes	09 65 13	Resilient Base and Accessories
09 - Finishes	09 65 66	Resilient Athletic Flooring
09 - Finishes	09 68 13	Tile Carpeting
09 - Finishes	09 77 13	Stretched-Fabric Wall System
09 - Finishes	09 77 21	Vinyl-Wrapped Panels
09 - Finishes	09 81 16	Acoustical Blanket Insulation
09 - Finishes	09 91 00	Painting
09 - Finishes	09 96 23	Graffiti-Resistant Treatment
10 - Specialties	10 11 00	Visual Display Units
10 - Specialties	10 14 00	Signage
10 - Specialties	10 14 63	Electronic Message Sign
10 - Specialties	10 21 13	Solid-Plastic Toilet Compartments
10 - Specialties	10 26 10	Wall Protection
10 - Specialties	10 28 00	Toilet Accessories
10 - Specialties	10 44 13	Fire Protection Cabinets
10 - Specialties	10 44 16	Fire Extinguishers
10 - Specialties	10 51 13	Metal Lockers
10 - Specialties	10 75 00	Flagpole
11 - Equipment	11 40 00	Food Service Equipment
11 - Equipment	11 52 14	Rear Projection Screen
11 - Equipment	11 52 23	Audio-Visual Equipment Supports
11 - Equipment	11 66 23	Gymnasium Equipment
11 - Equipment	11 68 16	Play Structures
11 - Equipment	11 68 23	Exterior Court Athletic Equipment
12 - Furnishings	12 24 13	Roller Shades
14 - Conveying Equipment	14 24 25	Holeless Hydraulic Passenger Elevator
21 - Fire Suppression	21 20 00	Fire Suppression Systems
22 - Plumbing	22 05 00	Common Work Results for Plumbing
22 - Plumbing	22 05 13	Basic Plumbing Materials and Methods
22 - Plumbing	22 05 53	Plumbing Identification
22 - Plumbing	22 07 00	Plumbing Insulation
22 - Plumbing	22 07 20	Lavatory Pipe Covers
22 - Plumbing	22 10 00	Plumbing
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 00	Common Work Results for HVAC
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 13	Basic HVAC Materials and Methods
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 48	HVAC Sound, Vibration, and Seismic Control
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 53	HVAC Identification

23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 07 00	HVAC Insulation
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 00	HVAC Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 13	Environmental Controls and Energy Management Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 09 23	Environmental Controls and Energy Management Systems
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 30 00	Air Distribution
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 38 13	Kitchen Ventilation System
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 80 00	Heating, Ventilating, and Air Conditioning Equipment
26 - Electrical	26 05 00	Common Work Results for Electrical
26 - Electrical	26 05 13	Basic Electrical Materials and Methods
26 - Electrical	26 05 19	Low-Voltage Wires (600 Volt AC)
26 - Electrical	26 05 26	Grounding and Bonding
26 - Electrical	26 05 33	Raceways, Boxes, Fittings, and Supports
26 - Electrical	26 08 00	Electrical Systems Commissioning
26 - Electrical	26 09 23	Lighting Control Systems
26 - Electrical	26 10 00	Service Entrance
26 - Electrical	26 22 00	Low-Voltage Transformers
26 - Electrical	26 24 13	Switchboards
26 - Electrical	26 24 16	Panelboards and Signal Terminal Cabinets
26 - Electrical	26 50 00	Lighting
26 - Electrical	26 52 00	Emergency Power Systems
27 - Communications	27 05 36	Cable Trays for Communication
27 - Communications	27 10 00	Structured Cabling System (SCS)
27 - Communications	27 30 00	Area of Refuge/Elevator Landing - Two-Way Communication System
27 - Communications	27 51 16	Public Address/Clock System
27 - Communications	27 51 23.50	Assistive Listening System
28 - Electronic Safety and Security	28 16 00	Intrusion Alarm System
28 - Electronic Safety and Security	28 23 00	Video Surveillance (CCTV) System
28 - Electronic Safety and Security	28 31 00	Fire Detection and Alarm System
31 - Earthwork	31 10 00	Site Clearing
31 - Earthwork	31 20 00	Earthwork
31 - Earthwork	31 22 19	Finish Grading
32 - Exterior Improvements	32 12 16	Hot-Mix Asphalt Paving
32 - Exterior Improvements	32 13 13	Site Concrete
32 - Exterior Improvements	32 13 43	Pervious Concrete Pavement
32 - Exterior Improvements	32 13 73	Concrete Paving Joint Sealants

32 - Exterior Improvements	32 14 13	Precast Concrete Unit Pavers
32 - Exterior Improvements	32 15 40	Granular Surfacing
32 - Exterior Improvements	32 17 13	Wheelstops
32 - Exterior Improvements	32 17 23	Pavement Markings
32 - Exterior Improvements	32 17 26	Tactile Warning Surfaces
32 - Exterior Improvements	32 18 16	Resilient Surfacing
32 - Exterior Improvements	32 31 13	Chain-Link Fences and Gates
32 - Exterior Improvements	32 31 19	Decorative Metal Fences and Gates
32 - Exterior Improvements	32 33 00	Site Furnishings
32 - Exterior Improvements	32 80 00	Landscape Irrigation
32 - Exterior Improvements	32 90 00	Landscape Planting
32 - Exterior Improvements	32 92 00	Turf Sodding
32 - Exterior Improvements	32 93 00	Turf Hydroseeding
33 - Utilities	33 11 00	Site Water Distribution
33 - Utilities	33 31 00	Site Sanitary Sewerage
33 - Utilities	33 41 00	Site Storm Drainage
33 - Utilities	33 46 16	Subdrainage

2. Drawings

Discipline	Drawing No.	Drawing Title
GENERAL	G0000	COVER SHEET
GENERAL	G1000	GENERAL NOTES
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3. DSA-103, List of Required Structural Tests and Special Inspections - 2016 CBC, 7 pages.

4. As-Builts & Food Service Drawings

   A. 1990-11-16 BFGC Mod + Asbuilt, 75 pages.

   B. 2003-03-24 Interim Portables, 16 pages.

   C. 2006-12-21 MA Mod Record, 92 pages.

   D. 2009-09 FA Drawings Non-DSA, 10 pages.

   E. Rose ES Drawings_Health Department II-20190515, 70 pages.

   F. Rose ES Health Department Permit to construct, 6 pages.

   G. Rose Ave ES Tract 4884 - La Puerta Wet Utility Plans 1993 8 pages.

5. Geotechnical & Haz Materials Reports

   A. ATC Hazardous Materials Survey Report Rose 2017-10-19, 238 pages.

   B. CTE Rose Elementary School Geotech Report 2017-9-17, 314 pages.

   C. CTE Rose Elementary School Geotech Report 2018-9-26, 63 pages.

   D. CTE Rose Elementary School Geotech Report_r1 2017-11-27, 218 pages.

   E. Rincon Consultants Environ Site Assessment Phase 1 Rose Avenue Elementary 2018-10-16, 701 pages.

   F. Rincon Consultants Environ Site Assessment Rose Ave. Phase I Addendum 2019-01-23, 290 pages.

6. Sketches

   A. SK-1 Daktronics GS6 Elevation, 9 pages.

   B. SK-2 Classroom FrontRow AV Diagram, issued in Addendum 5C, 1 page.

   C. SK-3 Phillips 65 inch tv, issued in Addendum 5C, 3 pages.

D. SK-4 WAP Ruckus R550 – Classroom Locations with T-Grid Kit, issued in Addendum 5C, 19 pages.

E. SK-5 WAP Ruckus R750 – MPR Locations, issued in Addendum 5C, 6 pages.

F. SK-6 WAP Ruckus T750 – Exterior Locations, Issued in Addendum 5C, 5 pages.

7. Stormwater Pollution Prevention Plan (SWPPP) prepared by Incompli dated 7/7/21, issued in Addenda 7C, 503 pages.

8. Logistics Plan & Safety Plan

A. Rose Ave ES Hardscape Phasing Plan, 1 page.

B. Rose Ave ES Logistics Plan Phase 1, issued in Addendum 6C, 1 page.

C. Rose Ave ES Logistics Plan Phase 1a, issued in Addendum 6C, 1 page.

D. Rose Ave ES Logistics Plan Phase 2, issued in Addendum 6C, 1 page.

E. Rose Ave ES Safety Plan, 1 page.

F. Rose Ave ES Stair Tower Logistics Plan, 1 page.

9. Addenda

A. Addendum 1A 2021-06-16, 77 pages.

B. Addendum 1B 2021-06-16, 75 pages.

C. Addendum 1C 2021-06-16, 54 pages.

D. Addendum 2 2021-06-24, 93 pages.

E. Addendum 3A 2021-07-08, 219 pages.

F. Addendum 3B 2021-07-08, 108 pages.

G. Addendum 3C 2021-07-01, 34 pages.

H. Addendum 4C 2021-07-02, 5 pages.

I. Addendum 5C 2021-07-07, 40 pages.

J. Addendum 6C 2021-07-08, 51 pages.

K. Addendum 7C 2021-07-09, 500 pages.

L. Addendum 8C 2021-07-12, 3 pages.

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

EXHIBIT B

See Site Lease Agreement #17-159 previously executed on November 17, 2017

Oxnard School District

PURCHASE ORDER
NO: P18-02547
DATE 11/07/2017

Phone: (805) 385-1501 x2412 or 2413 Fax: (805) 240-7582

SHIP TO:
Facilities
1055 S C STREET
OXNARD, CA 93030-7442

Vendor Phone: FAX:
BALFOUR BEATTY CONST. LLC
10620 TREENA STREET, #300
SAN DIEGO, CA 92131

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

Customer Acct #:

ORDER LOCATION	Emailed	Faxed	Mailed	VENDOR #	REQUISITIONER	REQUISITION #
630 - Facilities				006237/1	Lisa Franz	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	219,000.00	$219,000.00
			ACCOUNT DISTRIBUTION	AMOUNT	
			(050184) 214-6270-9010-0-0000-8500-058-600-0058-0	$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

FILE

#17-158

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of September, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 South Driskill Street, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant

to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.

F. **Project**. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.

G. **Project Manual**. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.

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

I. **Site Lease**. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

J. **Specifications**. The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

K. **Subcontractor**. As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

L. **Sublease**. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Two Hundred Nineteen Thousand Dollars and No Cents ($219,000.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Two Hundred Nineteen Thousand Dollars and No Cents ($219,000.00)**, (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the

Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

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

construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.

F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.

G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.

I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

performed by, Contractor in connection with such shallow water table and with encountering water when digging.

C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign _____ as Project Manager/Superintendent for the Project. So long as _____ remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable

replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.

B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC
10620 Treena St., Suite 300
San Diego, CA 92131
Attn: Dennis Kuykendall

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
1901 South Victoria Avenue, Suite 106
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

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.

#17-158

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

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

of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.

C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.

D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR

Balfour Beatty Construction, LLC
10620 Treena St., Suite 300
San Diego, CA 92131

By: _____
Brian Cahill
Name/Title: President, California Division

Date: October 11th, 2017

THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, CA 93030

By: Lisa A. Franz

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:** November 05, 2025

Agenda Section: Section C: Consent Agenda

Ratification of Contractor Contingency Allocation #22 (Offsite Improvements) to Construction Services Agreement #17-158 with Balfour Beatty Contractors, LLC to provide Lease-Lease-Back Construction Services for the Rose Ave Elementary School Reconstruction Project (Pifko/Bennett/CFW)

The District's Master Construction Program adopted by the Board in January 2017 identified Rose Avenue Elementary School as needing extensive modernization to existing classrooms, the MPR/food services building, electrical and other utilities, playfields, vehicular areas, lunch shelters and play equipment, as well as the need for construction of a library/media center.

The Board approved the negotiated GMP and the Amendment No 001 to the Lease Agreement as executed in the Lease Lease-Back Agreements (Lease, Sublease, and Construction Services Agreement) with Balfour Beatty Construction to complete the Work identified in IBI's architectural drawings for the Rose Ave Elementary School Reconstruction Project on September 22, 2021.

The "GMP" for the Project is Forty-Seven Million One Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents ($47,178,393.00). The GMP also consists of (1) a Contractor Contingency in the amount of One Million Six Hundred Ninety-five Thousand Forty-Two Dollars and No Cents ($1,695,042.00), (2) Sublease Payments in the amount of $173,660.00 per month for 12 months for a total lease value of Two Million Eighty-Three Thousand Nine Hundred Twenty Dollars and No Cents ($2,083,920.00) pursuant to terms and payment schedule as amended and set forth in the Sublease. There are also Allowances included in the GMP for specific purposes. The total off site Project Contingency Allowance is in the amount of One Hundred Fifty Thousand Dollars and No Cents ($150,00.00).

We are seeking ratification of draws from the various funds that were set up within the GMP according to contract documents. The contract documents allow funds to be drawn from the accounts with District approval. The Director of Facilities has been designated to provide the initial approval. The accompanying documents lists all the account draws approved to date for the Contractor Contingency.

Fund activity is as follows:

Contractor Contingency Allocation Approval: This contingency fund began with a fund balance of One Hundred Fifty Thousand Dollars and No Cents ($150,000.00). There have been allocations totaling One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) leaving a fund balance of Zero Dollars and Zero Cents ($0.00)

FISCAL IMPACT:
None

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 the Allocation #22 Approval Documents as presented and the distributions of the funds reported for the Rose Avenue Elementary School Reconstruction, under the Master Construct & Implementation Funds Program.

ADDITIONAL MATERIALS:

Attached: Off Site Improvements Contingency Allocation #22 (2 Pages)
Contingency Draw Requests (26 Pages)
Cost Event Log (1 Page)
Amendment #1 (21 Pages)
Agreement #17-158, Balfour Beatty Construction LLC (24 Pages)

OFFSITE IMPROVEMENTS ALLOWANCE ALLOCATION APPROVAL

Date: 11/05/2025 **Offsite Improvement Allowance Approval NO. 22**

PROJECT: Rose Ave. ES K-5 Reconstruction
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-158

OWNER: **Oxnard School District**
1051 South A Street
Oxnard, CA. 93030

ARCHITECT: IBI/Arcadis
537 South Broadway
Los Angeles CA 90015

CONTRACTOR: Balfour Beatty Construction LLC
13520 Evening Creek Dr. North #270
San Diego CA 92128

Attn: Dennis Kuykendall

Architects Proj. No.: 109990
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-119284

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

ORIGINAL ALLOWANCE FOR OFFSITE IMPROVEMENTS PER GMP.....**$ 150,000.00**

NET CHANGE - ALL PREVIOUS CONTRACTOR ALLOCATIONS.....**$ (107,344.62)**

ADJUSTED CONTINGENCY SUM.....**$ 42,655.38**

NET CHANGE – ALLOCATION #22 **$ (42,655.38)**

Total Off-Site Allocations to Date: .....**$ (150,00.00)**

ADJUSTED CONTINGENCY SUM THROUGH NO #22.....**$ 0.00**

Commencement Date: .....November 1, 2021
Original Completion Date: .....October 5, 2023
Original Contract Time: .....705 Calendar Days
Time Extension for all Previous Change Orders: .....**726 Days**
Time Extension for this Change Order: .....0 Days

Adjusted Completion Date: ……September 30, 2025

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 #69 – Clarification of exterior canopy top of steel elevations			$42,135.85	
2.	CDR #130 – W/DPDT micro switch clarification			$917.43	
3.	CFW/BB adjustment			(397.00)	
	Totals			$42,655.38	

Total Offsite Improvement Allocation Approval No. 22 …… $ 42,655.38

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:**_____

ASST. SUPT./PURCHASING DIRECTOR:_____ **DATE:**_____

CONTRACTOR:_____ **DATE:**_____

Contingency Draw Request (CDR)

Owner	[X]	Oxnard School District
Architect	[X]	IBI Group
Contractor	[X]	Balfour Beatty
CM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 069

Date: 4-3-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event #104 CCD 20 - Exterior Canopy - Top Of Steel Elevations Provide labor, materials and equipment to provide additional tube steel & sleeve to the top of the column to maintain the consistent TOS height from the finish grade was discussed and accepted by District per CCD 20.	$ 42,135.85

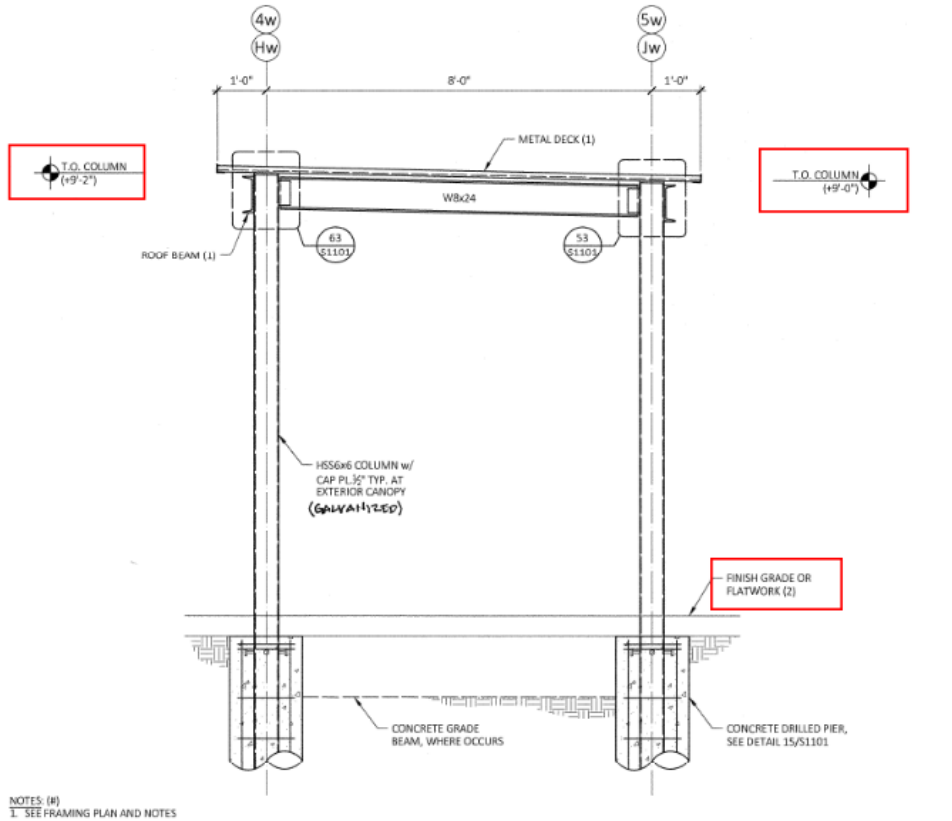
☐ The cost of this work will be drawn from Contractor Contingency:

☑ The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR	ARCHITECT	CONSTRUCTION MANAGER
Balfour Beatty	IBI Group	CFW Group, Inc.
By: _____	By : _____	By: _____
Date: _____	Date: _____	Date: _____

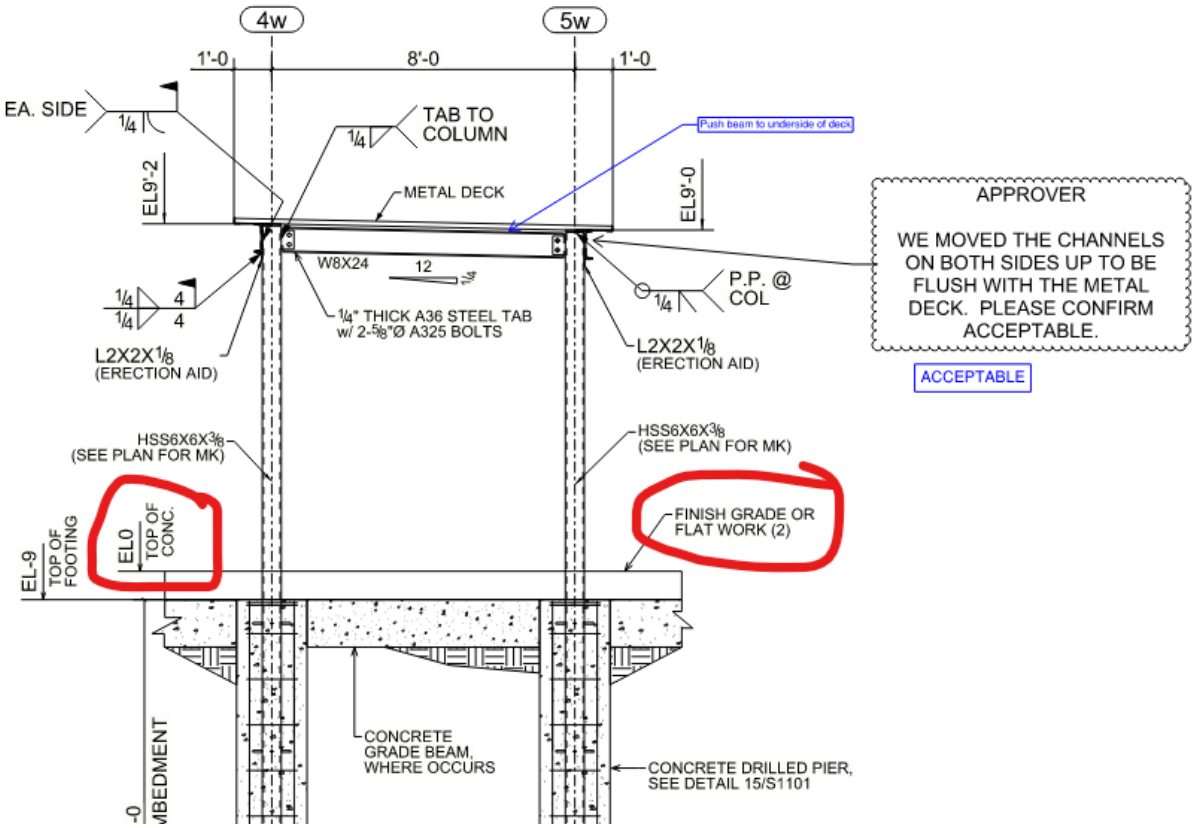
OWNER - Oxnard School District By : _____ Date: _____



SECTION THRU EXTERIOR CANOPY

N.T.S.

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CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	4-3-2023
Permit Number:	DSA# 03-119284	Change Event No.:	104
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Rick Ostrander - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event #104/Contingency Draw #69 CCD 20 - Exterior Canopy - Top Of Steel Elevations

Provide labor, materials and equipment to provide additional tube steel & sleeve to the top of the column to maintain the consistent TOS height from the finish grade was discussed and accepted by District per CCD 20.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
			Subtotal A:	**$ -**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
Ironman	$	41,135.85		
Inland Building (Remobilization)	$	1,000.00		
			Subtotal B:	**$ 42,135.85**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
			Subtotal D:	**$ -**
E. Bond at 1% $ -			**Subtotal E:**	**$ -**
Grand Total = (A + B + C + D + E)				**$ 42,135.85**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty

2023-04-03

Print Name & Title (General Contractor) | Signature | Date

IRONMAN
INCORPORATED

Ironman, Inc.
20555 Superior Street
Chatsworth, CA 91311
Phone: 818.341.0980
Fax: 818.456.0112

Date : 3/20/2023

CO #: 24
Job #: 185

Rose K-5

Job Location: Oxnard, CA

Change Order Request

To: **Filbert Carbajal**
Balfour Beatty
300 E. Esplanade Drive
#1120
Oxnard, CA 93036
Phone: 805-983-1558
Fax: 805-983-7249

Subject: CCD 020 - Field Modifications of Outdoor Walkway Canopy Steel

Change Requested By: Ore Dagan @ Ironman, Inc.

Sent Via: E-mail

Description of Change:

Per the request of the general contractor and CCD 020, Ironman, Inc. will proceed with the added work as indicated in the attached backup documents.

Total cost of this COR: $41,135.85

The change will cause an increase of $41,135.85 to the contract amount.

A signature below indicates acceptance of all changes shown herein. Any work associated with this change will begin upon receipt of a signed copy of this C.O. in our office.

Accpeted By

Ore Dagan
Ironman, Inc.

Ironman, Inc.

Structural Steel Fabrication & Erection

20555 Superior Street
Chatsworth, CA 91311
Phone (818) 341-0980 Fax (818) 341-3485

DATE: March 20, 2023

FOR: Balfour Beatty
Rose K-5

Ironman CO #024- CCD 020 - Field Modifications to Exterior Walkway Canopy

DESCRIPTION	HOURS	RATE	AMOUNT
Shop Labor	54.00	83.00	$ 4,482.00
Field Labor Ironworker	192.00	134.00	$ 25,728.00
Field Labor Foreman	0.00	143.76	$ -
Detailing	24.00	88.00	$ 2,112.00
Equipment	NA	NA	$ -
Materials/Rentals	NA	NA	$ 3,448.30
Engineering	----------	----------	$ -
			$ -
			$ -
			$ -
			$ -

THIS COR IS FOR THE ADDED WORK PER CCD 020. SEE ATTACHED SKETCHES AND BREAKDOWN OF COSTS FOR FURTHER INFORMATION.

SUBTOTAL	**$ 35,770.30**
OH/P Margin	15%
OH/P Amount	$ 5,365.55
TOTAL	**$ 41,135.85**

Ironman, Inc.
20555 Superior Street
Chatsworth, CA 91311
Phone: 818.341.0980

Job Name: **Rose K-5**
Address: 220 S. Driskill St.
Oxnard, CA 93030

General Contractor: **Balfour Beatty**

IMN Job #: 185
IMN COR # **24**
BBC PCO #:

Attn: **Rafael Alamillo**

Date: **3/20/2023**

Ironman CO #024- CCD 020 - Field Modifications to Exterior Walkway Canopy

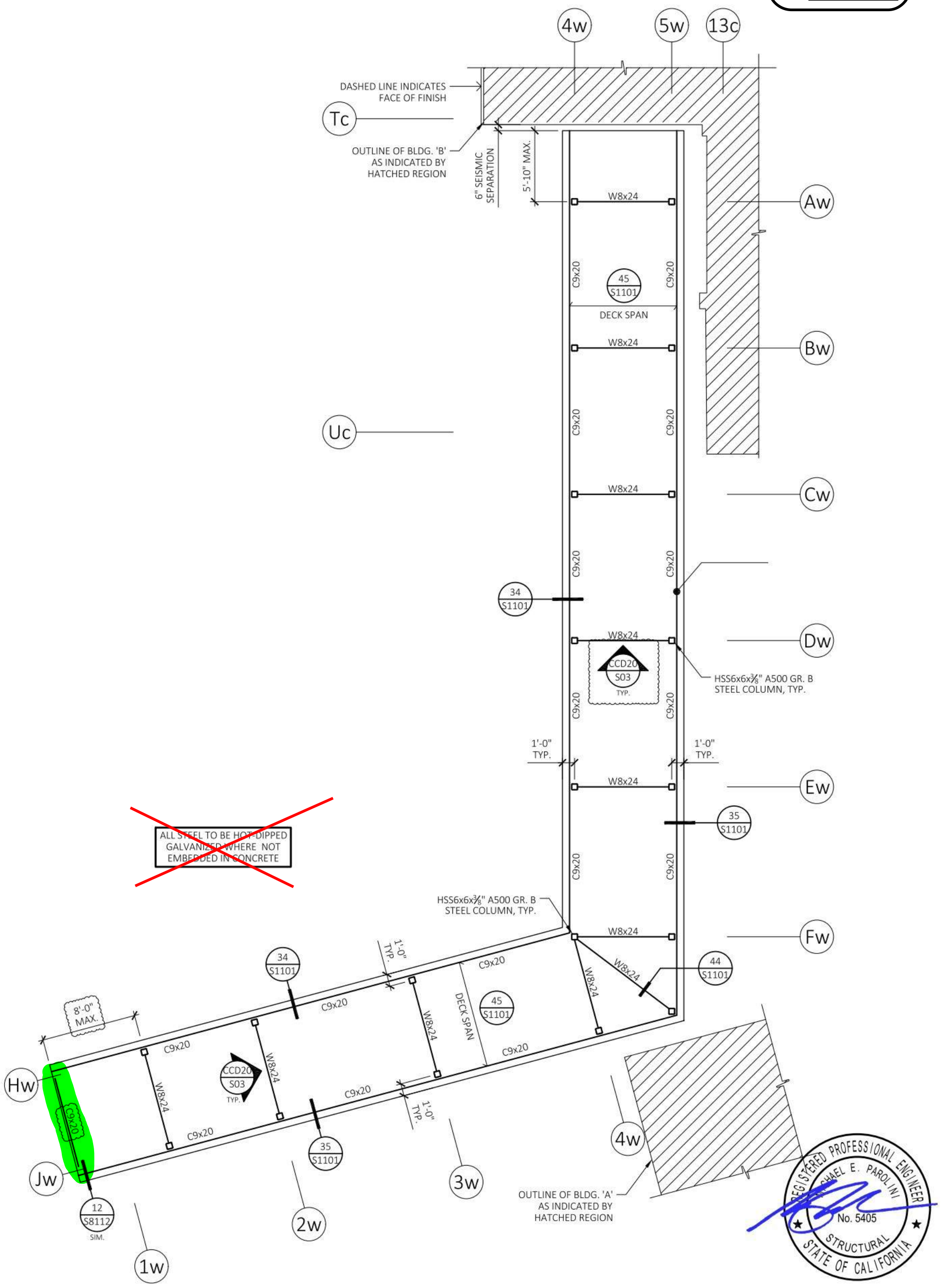
		DATA		Detailing				Shop Labor				Field Labor				Foreman Labor			
ACTIVITY DESCRIPTION	Detail	Qty.	Unit	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total	Prod. Rate	Man Hours	Labor Rate	Labor Total
Added Work:																			
- Field Modifications to Exterior Walkway Canopy		1.0	EA	24.00	24	$ 88.00	$ 2,112	54.00	54	$ 83.00	$ 4,482	192.00	192	$ 134.00	$ 25,728	0.00	-	$ 143.76	$ -
		0.0	EA	0.00	-	$ 88.00	$ -	0.00	-	$ 83.00	$ -	0.00	-	$ 134.00	$ -	0.00	-	$ 143.76	$ -
		0.0	EA	0.00	-	$ 88.00	$ -	0.00	-	$ 83.00	$ -	0.00	-	$ 134.00	$ -	0.00	-	$ 143.76	$ -
Totals:					**24**		**$2,112**		**54**		**$4,482**		**192**		**$25,728**		**-**		**$0**

NARRATIVE/CLARIFICATIONS / EXCLUSIONS (SEE ATTACHED)

FOR CCD 020: ADDED TWENTY-FOUR DETAILING HOURS TO CAPTURE THE CHANGES AND UPDATE OUR SHOP DRAWINGS ACCORDINGLY. ADDED FIFTY-FOUR SHOP HOURS TO FABRICATE THE ADDED HSS STUBS WITH BEVELED ENDS, THE CAP PLATES SHOP WELDED TO THE STUBS, NEW CONNECTION CLIPS AND ERECTION AIDS FOR THE STEEL CONNECTIONS OF BEAMS TO BEAMS AND ADDED C-CHANNEL AT EDGE NEAR BLDG. B. ADDED SEVENTY-TWO FIELD HOURS (THREE MEN, THREE DAYS) TO CUT THE EXISTING STEEL CLIPS AND ERECTION AIDS & ADDED ONE HUNDRED AND TWENTY FIELD HOURS TO INSTALL THE ADDED STEEL (THREE MEN, FIVE DAYS) FOR A TOTAL OF EIGHT FIELD DAYS FOR THIS FIX.

MAIN PAGE	QTY	SHOP	FIELD	TOTAL Costs
HSS Stubs (HSS 6x6x.375, Shop Primed)	1	$2,196.20	$0.00	$2,196.20
Steel Plate for Clips & Caps	1	$443.10	$0.00	$443.10
Steel Channel	1	$459.00	$0.00	$459.00
Delivery	1	$0.00	$350.00	$350.00
				$3,448.30

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DATE: 03/06/2023



~~ALL STEEL TO BE HOT-DIPPED GALVANIZED WHERE NOT EMBEDDED IN CONCRETE~~

REGISTERED PROFESSIONAL ENGINEER
MICHAEL E. PAROLINI
No. 5405
STRUCTURAL
STATE OF CALIFORNIA

DATE SIGNED:
02.10.23

IBI
ARCHITECTURE PLANNING
Los Angeles
537 South Broadway, Suite 500
Los Angeles, California 90013

LICENSED ARCHITECT
RICHARD MELLO
NO. C-18079
REN 10/23
STATE OF CALIFORNIA

EXTERIOR CANOPY ROOF FRAMING PLAN

ROSE AVENUE K-5 SCHOOL

OXNARD SCHOOL DISTRICT

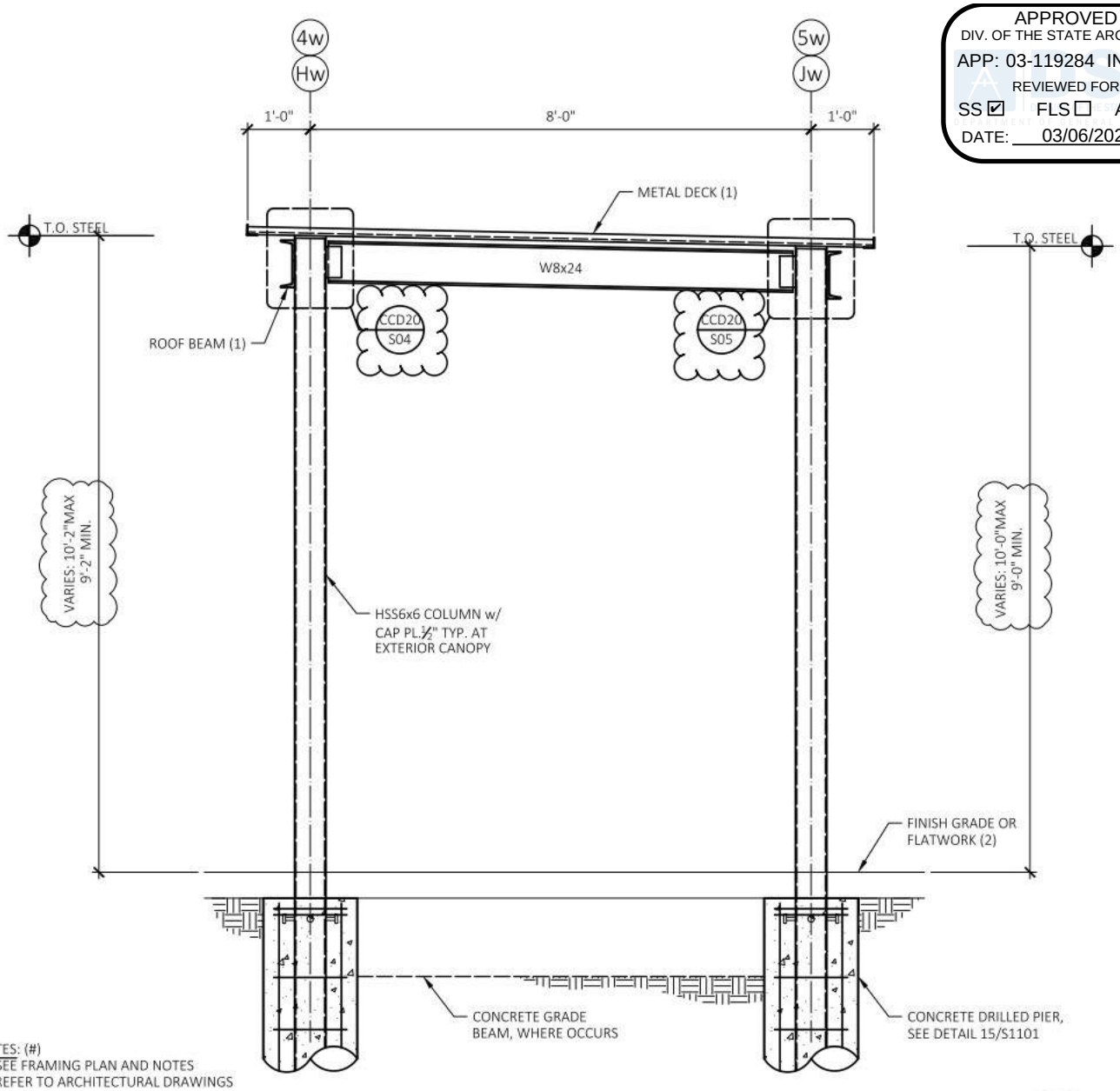
OXNARD
CA

DATE
02/10/23

PROJECT NO.	DSA FILE NO.	56-22	REFERENCE SHEET NO.
109990	DSA APP. NO.	03-119284	33/S1101

CCD20
S02

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 03-119284 INC:
REVIEWED FOR
SS ☑ FLS ☐ ACS ☐
DATE: 03/06/2023



NOTES: (#)
1. SEE FRAMING PLAN AND NOTES
2. REFER TO ARCHITECTURAL DRAWINGS



DATE SIGNED:
02.10.23

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Los Angeles
537 South Broadway, Suite 500
Los Angeles, CA 90013
213.769.0011 fax: 213.769.0016



EXTERIOR CANOPY SECTION

ROSE AVENUE K-5 SCHOOL

DATE 02/10/23

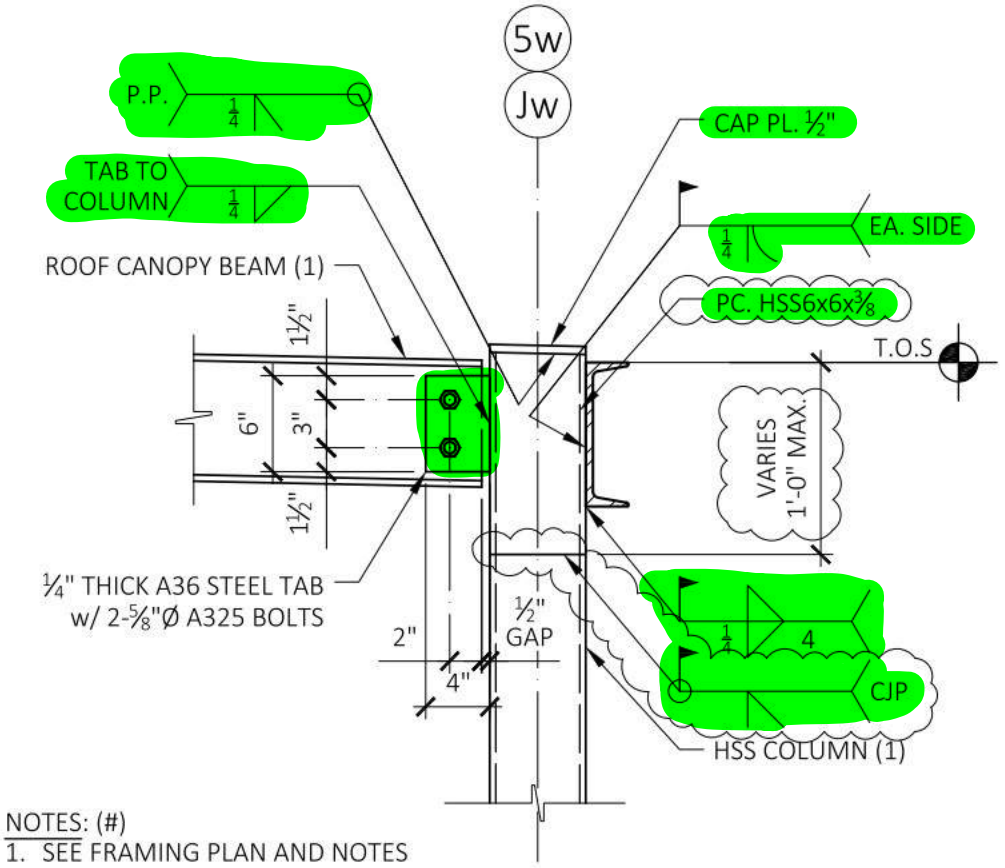
OXNARD SCHOOL DISTRICT

OXNARD
CA

PROJECT NO.	DSA FILE NO.	56-22	REFERENCE SHEET NO.
109990	DSA APP. NO.	03-119284	52/S1101

CCD20 S03

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DIV. OF THE STATE ARCHITECT
APP: 03-119284 INC:
REVIEWED FOR
SS ☑ FLS ☐ ACS ☐
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NOTES: (#)
1. SEE FRAMING PLAN AND NOTES
2. METAL DECK NOT SHOWN FOR CLARITY

REGISTERED PROFESSIONAL ENGINEER
MICHAEL E. PAROLINI
No. 5405
STRUCTURAL
STATE OF CALIFORNIA

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REN 10/23
STATE OF CALIFORNIA

EXTERIOR CANOPY FRAMING

ROSE AVENUE K-5 SCHOOL

DATE 02/10/23

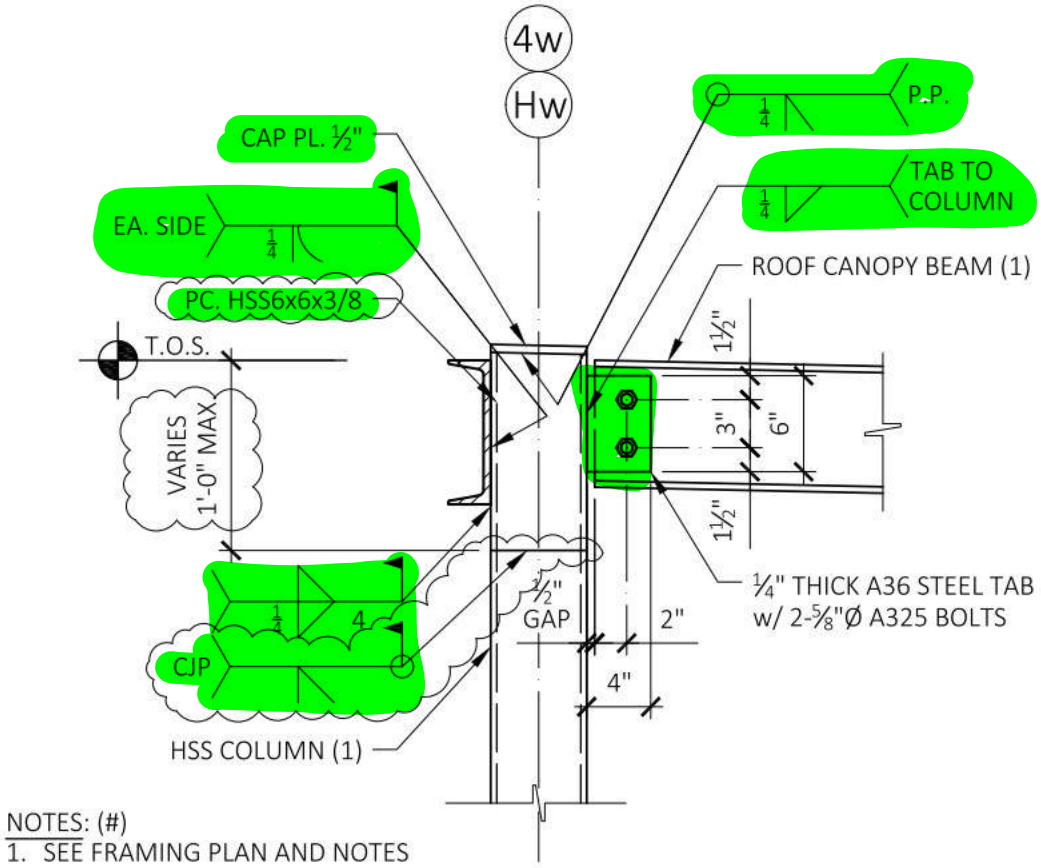
OXNARD SCHOOL DISTRICT

OXNARD
CA

PROJECT NO.	DSA FILE NO.	56-22	REFERENCE SHEET NO.
109990	DSA APP. NO.	03-119284	53/S1101

CCD20 S04

APPROVED
DIV. OF THE STATE ARCHITECT
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SS ☑ FLS ☐ ACS ☐
DATE: 03/06/2023



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REGISTERED PROFESSIONAL ENGINEER
MICHAEL E. PAROLINI
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STRUCTURAL
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LICENSED ARCHITECT
RICHARD MELLO
NO. C-18079
REN 10/23
STATE OF CALIFORNIA

EXTERIOR CANOPY FRAMING

ROSE AVENUE K-5 SCHOOL

DATE 02/10/23

OXNARD SCHOOL DISTRICT

OXNARD
CA

PROJECT NO.	DSA FILE NO.	56-22	REFERENCE SHEET NO.
109990	DSA APP. NO.	03-119284	63/S1101

CCD20 S05

DSA **140**

APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval.This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the DSA Forms or DSA Publications webpages.

1. SUBMITTAL TYPE: (Is this a resubmittal? Yes ☐ No ☑)

Deferred Submittal ☐	Addendum Number:	Revision Number:	CCD Number: 020	Category A ☑ or B ☐

2. PROJECT INFORMATION:

School District/Owner: Oxnard School District	DSA File Number: 55 22
Project Name/School: Rose Avenue K-5 School	DSA Application Number 03 119284

3. APPLICANT INFORMATION:

Date Submitted: 03/01/23	Attached Pages? No ☐ Yes ☑ Number of pages? 6		
Firm Name: IBI Group, a California Partnership	Contact Name: Ruben Ruiz		
Work Email: ruben.ruiz@ibigroup.com	Work Phone: (805) 546-0433		
Firm Address: 4119 Broad Street, Suite 210	City: San Luis Obispo	State: Ca	Zip Code: 93405

4. REASON FOR SUBMITTAL: (Check applicable boxes)

☐ For revision or addendum prior to construction.

☑ For a project currently under construction.

☐ For a project that has a form *DSA 301-N: Notification of Requirement for Certification*, *DSA 301-P: Posted Notification of Requirement for Certification* or a 90-Day Letter issued.

☐ To obtain DSA approval of an existing uncertified building or buildings.

☐ For Category B CCD this is: ☐ a voluntary submittal, ☐ a DSA required submittal (attach DSA notice requiring submission).

5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:

Name of the Design Professional In General Responsible Charge: Richard Mello

Professional License Number: C18079	Discipline: Architecture

Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: _____

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:

For addenda, revisions, or CCDs: CHECK THIS BOX ☑ to confirm that *all* post-approval documents have been stamped and signed by the Responsible Design Professional listed on form *DSA 1: Application for Approval of Plans and Specifications* for this project. (For *Deferred Submittals*, refer to *IR A-18: Use of Construction Documents Prepared by Other Professionals,* and *IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents*, when applicable, for signature and seal requirements.)

Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed):

See attached description, next page

List of DSA-approved drawings affected by this post-approval document:

13/S1101, 33/S1101, 52/S1101

DSA USE ONLY

SSS LZ Date 3/6/2023 ☒ Approved ☐ Disapproved ☐ Not Required

Comments: _____

FLS _____ Date _____ ☐ Approved ☐ Disapproved ☒ Not Required

Comments: _____

ACS _____ Date _____ ☐ Approved ☐ Disapproved ☒ Not Required

Comments: _____

Returned	DSA STAMP
Date:	APPROVED DIV. OF THE STATE ARCHITECT APP: 03-119284 INC: REVIEWED FOR SS ☑ FLS ☐ ACS ☐ DATE: 03/06/2023
By:	

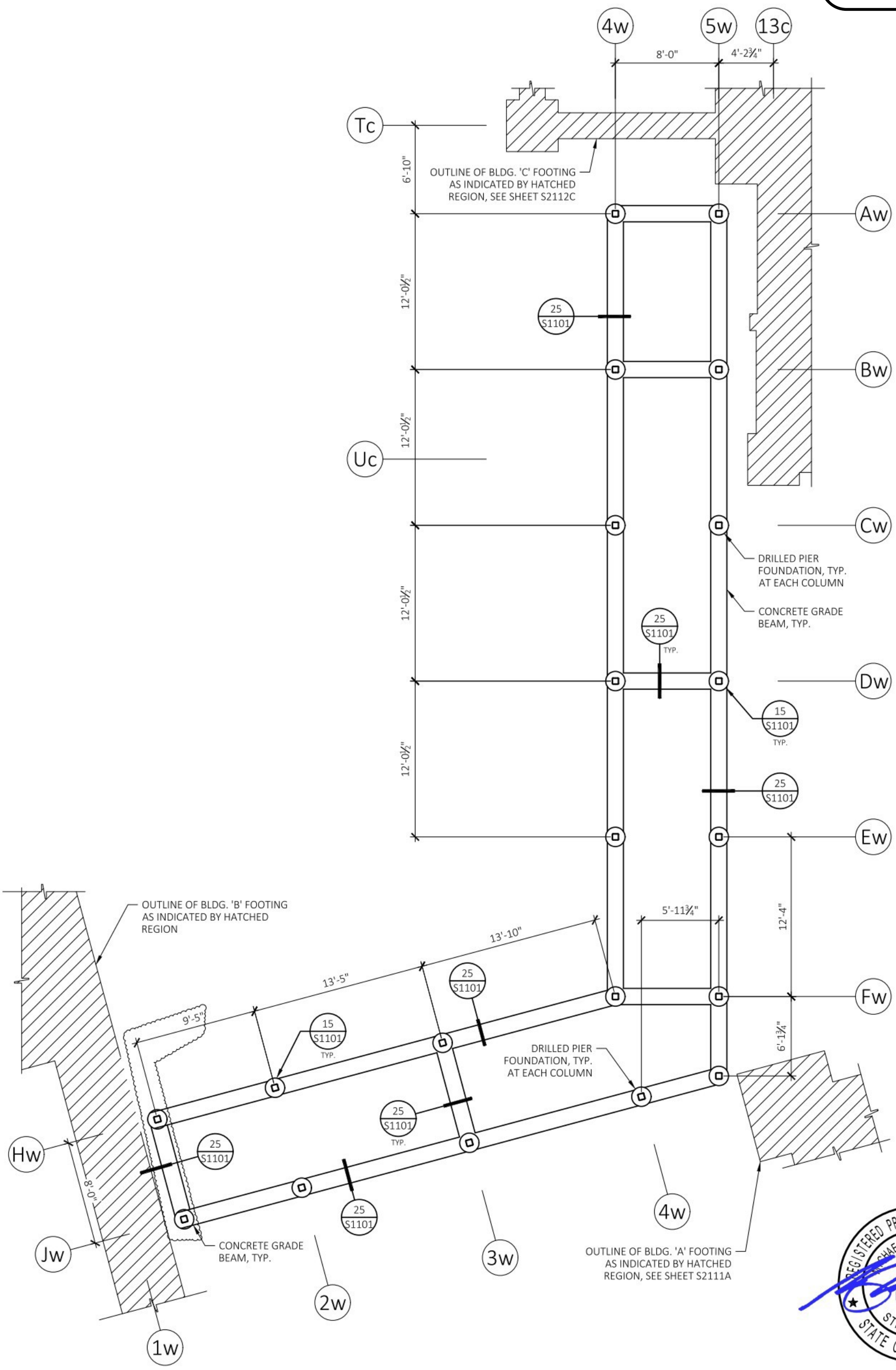
Provide a brief description of construction scope for this post-approval docum

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SS ☑ FLS ☐ ACS ☐
DATE: 03/06/2023

Description:
During construction of the walkway cover it was determined that the pair of colum
were in conflict with the grade beam at grid Gb. In order to avoid the grade beam
shift the column pair 4-feet from the building. This increases the roof cantilever to 8-feet.

The grade between Building B and C varies 12". When the columns were fabricated the lower building elevation was used as a datum instead of varying the columns with the grade elevation. This results in a shorter column at the higher building elevation. In order to gain more clear height between the flatwork and steel it is proposed to add a 12" welded extension to the top of the columns.

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REGISTERED PROFESSIONAL ENGINEER
MICHAEL E. PAROLINI
No. 5405
STRUCTURAL
STATE OF CALIFORNIA

DATE SIGNED:
02.10.23

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Los Angeles
537 South Broadway, Suite 500
Los Angeles, California 90013

LICENSED ARCHITECT
NO. C-18079
REN 10/23
STATE OF CALIFORNIA

EXTERIOR CANOPY FOUNDATION PLAN

ROSE AVENUE K-5 SCHOOL

OXNARD SCHOOL DISTRICT

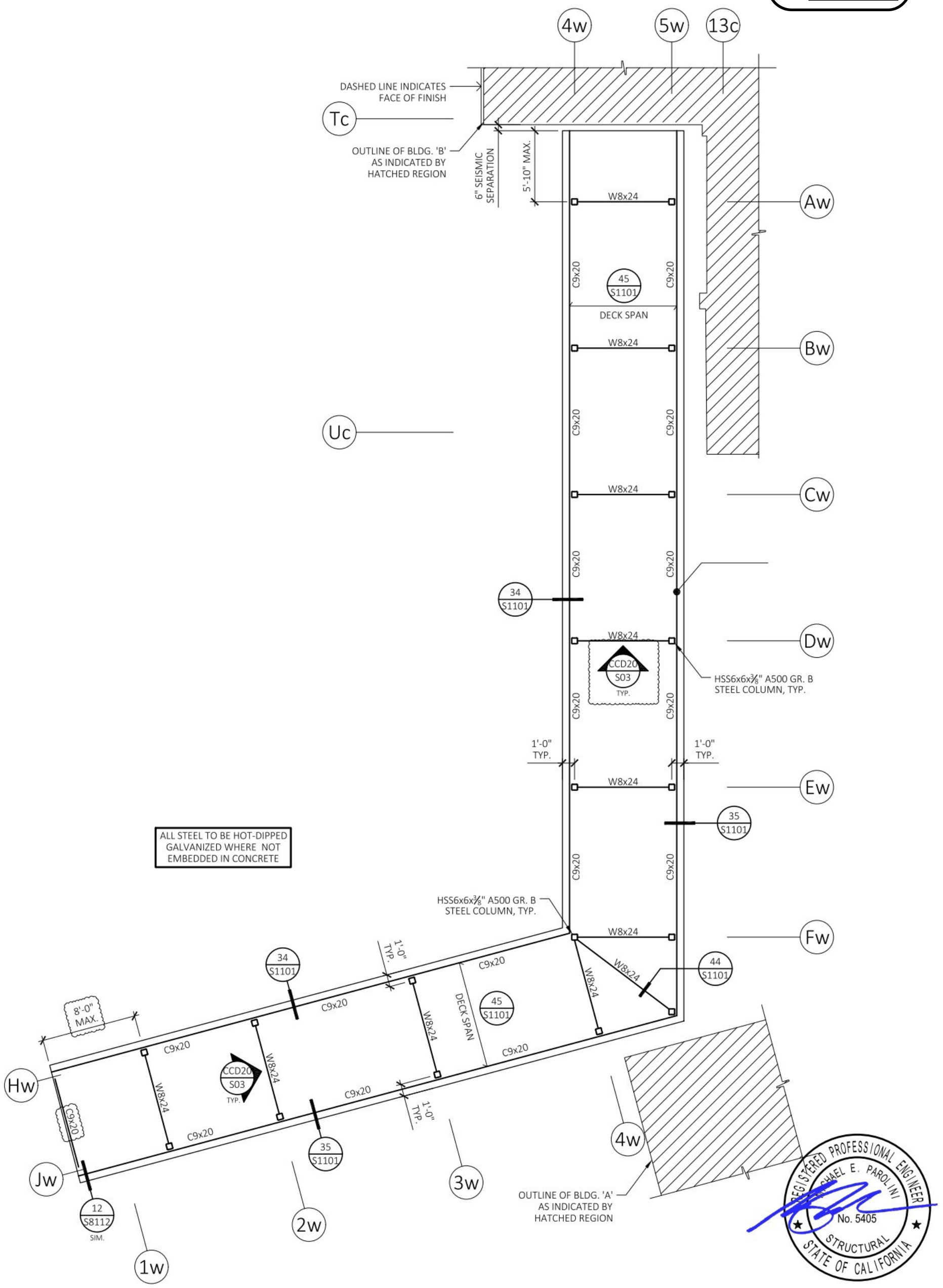
OXNARD
CA

DATE
02/10/23

CCD20
S01

PROJECT NO.	DSA FILE NO.	56-22	REFERENCE SHEET NO.
109990	DSA APP. NO.	03-119284	13/S1101

APPROVED
DIV. OF THE STATE ARCHITECT
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ALL STEEL TO BE HOT-DIPPED GALVANIZED WHERE NOT EMBEDDED IN CONCRETE

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LICENSED ARCHITECT
RICHARD MELLO
NO. C-18079
REN 10/23
STATE OF CALIFORNIA

EXTERIOR CANOPY ROOF FRAMING PLAN

ROSE AVENUE K-5 SCHOOL

OXNARD SCHOOL DISTRICT

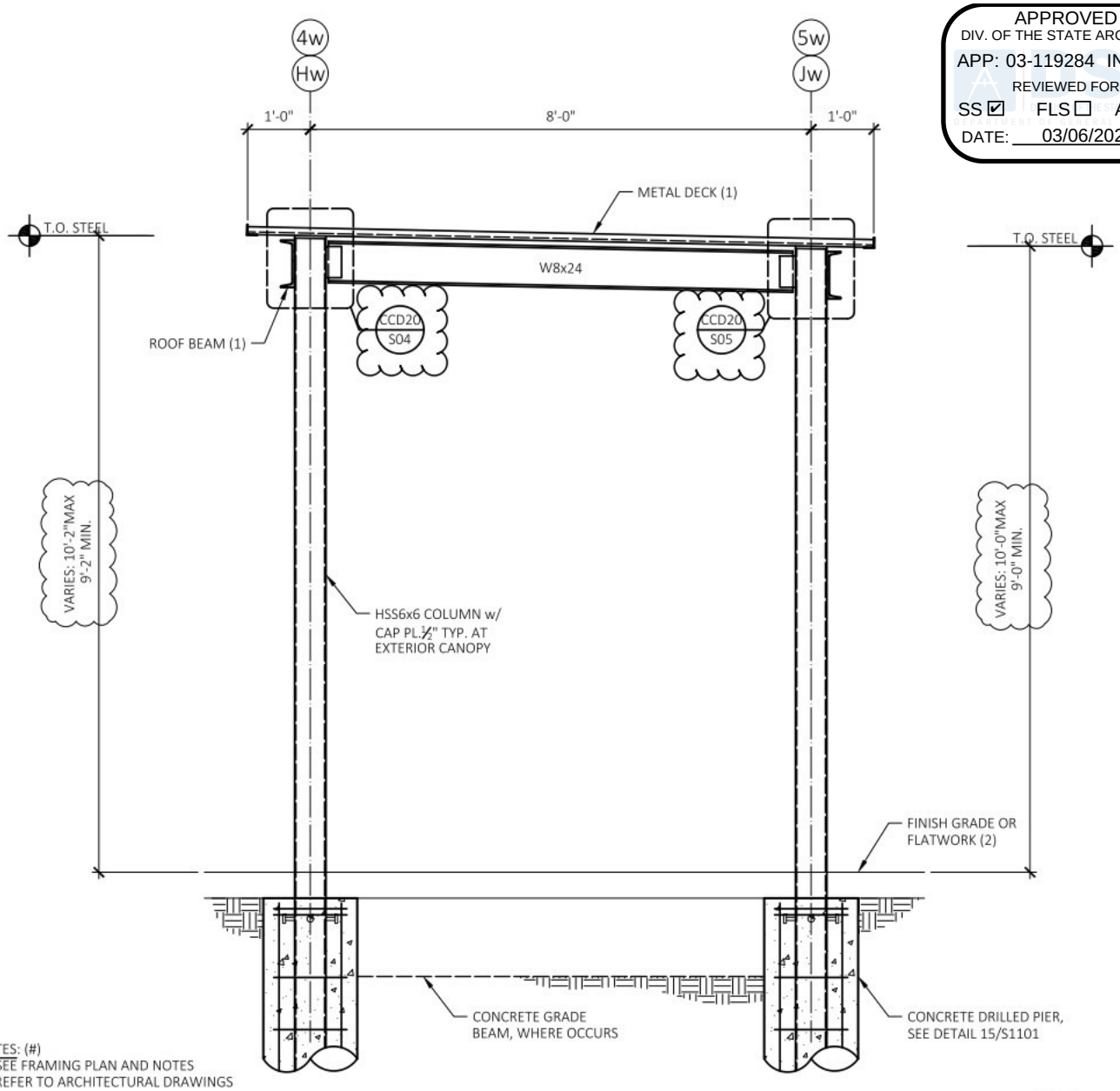
OXNARD
CA

DATE
02/10/23

PROJECT NO. 109990
DSA FILE NO. 56-22
DSA APP. NO. 03-119284
REFERENCE SHEET NO. 33/S1101

CCD20 S02

APPROVED
DIV. OF THE STATE ARCHITECT
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DATE: 03/06/2023



NOTES: (#)
1. SEE FRAMING PLAN AND NOTES
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DATE SIGNED:
02.10.23

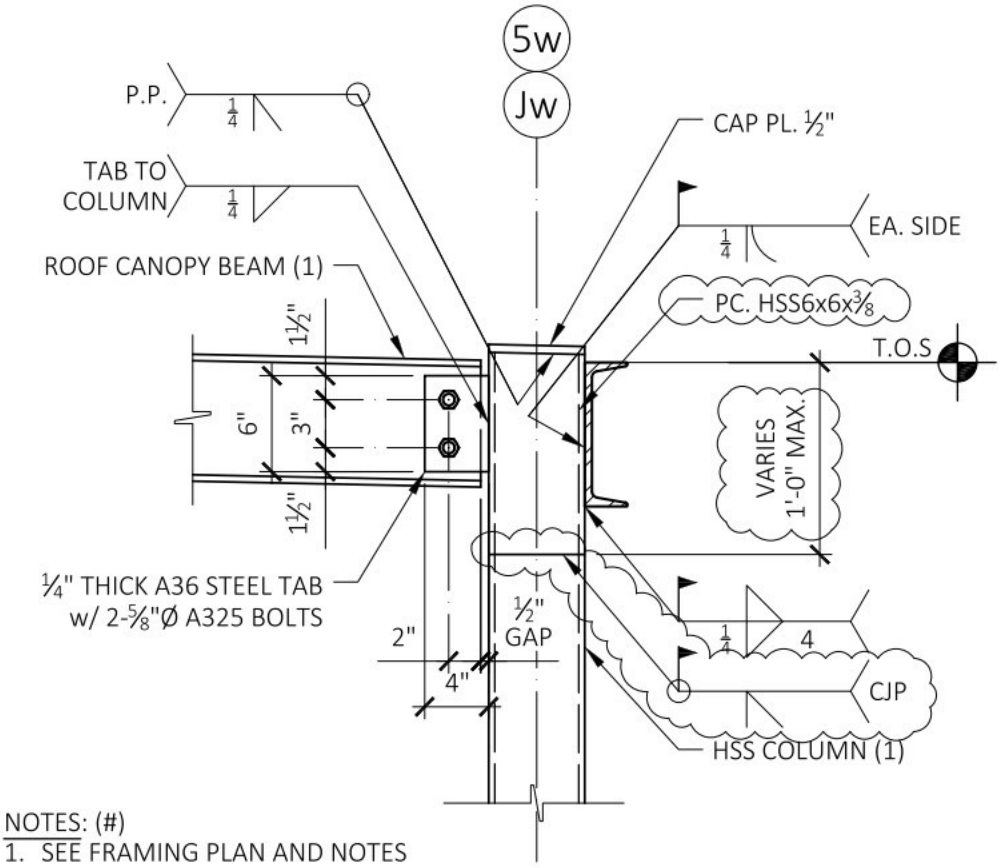
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Los Angeles, CA 90013
213.769.0011 fax: 213.769.0016



EXTERIOR CANOPY SECTION

ROSE AVENUE K-5 SCHOOL			DATE 02/10/23
OXNARD SCHOOL DISTRICT		OXNARD CA	CCD20 S03
PROJECT NO. 109990	DSA FILE NO. 56-22 DSA APP. NO. 03-119284	REFERENCE SHEET NO. 52/S1101	

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DIV. OF THE STATE ARCHITECT
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SS ☑ FLS ☐ ACS ☐
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REGISTERED PROFESSIONAL ENGINEER
MICHAEL E. PAROLINI
No. 5405
STRUCTURAL
STATE OF CALIFORNIA

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LICENSED ARCHITECT
RICHARD MELLO
NO. C-18079
REN 10/23
STATE OF CALIFORNIA

EXTERIOR CANOPY FRAMING

ROSE AVENUE K-5 SCHOOL

DATE 02/10/23

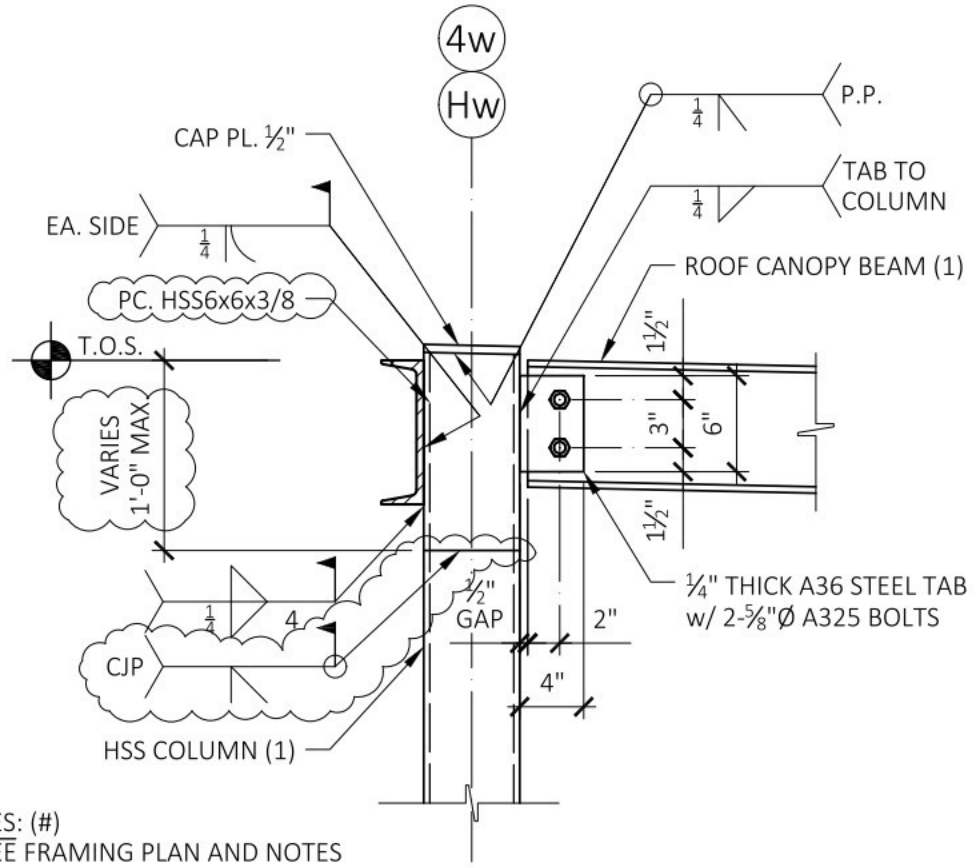
OXNARD SCHOOL DISTRICT

OXNARD
CA

PROJECT NO.	DSA FILE NO.	56-22	REFERENCE SHEET NO.
109990	DSA APP. NO.	03-119284	53/S1101

CCD20
S04

APPROVED
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SS ☑ FLS ☐ ACS ☐
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MICHAEL E. PAROLINI
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LICENSED ARCHITECT
RICHARD MELLO
NO. C-18079
REN 10/23
STATE OF CALIFORNIA

EXTERIOR CANOPY FRAMING

ROSE AVENUE K-5 SCHOOL

DATE 02/10/23

OXNARD SCHOOL DISTRICT

OXNARD
CA

PROJECT NO.	DSA FILE NO.	56-22	REFERENCE SHEET NO.
109990	DSA APP. NO.	03-119284	63/S1101

CCD20 S05

Contingency Draw Request (CDR)

Owner	[X]	Oxnard School District
Architect	[X]	IBI Group
Contractor	[X]	Balfour Beatty
PM	[X]	CFW, Inc.

CONTINGENCY DRAW REQUEST

PROJECT: Rose Ave. K-5 Reconstruction
200 East Driskill St.
Oxnard, CA 93030

Contingency Request #: 130

Date: 10-19-2023

TO: Oxnard School District
1051 South A. Street
Oxnard, CA 93030

The Contract is changed as follows:

Ref. Cost Event 157 - CDR 130 - RFI 310 Bldg B Kitchen - Relocate W/DPDT Micro Switch Provide labor, materials and equipment to repaint patching due to relocation of W/DPDT Micro Switch in Bldg B Kitchen per RFI 310.	$ 917.43

☐ The cost of this work will be drawn from Contractor Contingency:

☑ The cost of this work will be drawn from Project (E&O) Contingency:

NOT VALID UNTIL SIGNED BY THE OWNER/DISTRICT & CONTRACTOR

CONTRACTOR Balfour Beatty	ARCHITECT IBI Group	PROGRAM MANAGER CFW Group, Inc.
By: Rafael Alamillo	By :	By:
Date: 2023-10-19	Date:	Date:

OWNER - Oxnard School District By : _____ Date: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	10-19-2023
Permit Number:	DSA# 03-119284	Change Event No.:	157
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Gerald Schober - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

Ref. Cost Event 157 - CDR 130 - RFI 310 Bldg B Kitchen - Relocate W/DPDT Micro Switch

Provide labor, materials and equipment to repaint patching due to relocation of W/DPDT Micro Switch in Bldg B Kitchen per RFI 310.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)				
	$	-		
	$	-		
	$	-		
		Subtotal A:	**$**	**-**
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)				
CAM Painting	$	917.43		
		Subtotal B:	**$**	**917.43**
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	n/a			
Overhead & Profit 10% of Subtotal C	$	-		
		Subtotal D:		
E. Bond at 1.5%		**Subtotal E:**		
Grand Total = (A + B + C + D + E)			**$**	**917.43**

The request could potentially Increase **the Milestones and/or Contract Time by TBD calendar days.**

☐

Rafael Alamillo, Project Manager - Balfour Beatty — Print Name & Title (General Contractor)

Rafael Alamillo — Signature

2023-10-19 — Date



CAM Painting, Inc.

License: 710805
DIR: 1000000989

INVOICE CE # 157

Date: 10/09/2023

Attn: Filbert Carbajal
Project Engineer | Balfour Beatty
C: 805-266-1052
E:fcarbajal@balfourbeattyus.com

Project Name: Rose Elementary School
Project Number: 16840000
Contract Number: 018 / Painting

Description of work:
Repaint all patching in kitchen area due to modifications (micro switch)

Project CE # : 157

Labor	**Hourly Rate**	**Total Hours**	**Total Costs**
Foreman	$ 79.52	0	$ -
Journeyman	$ 77.52	6	$ 465.12
Apprentice		0	$ -
Out of Town	1	$ 100.00	$100
Total Labor			**$ 465.12**

Material	**Rate**	**Unit Quantity**	**Total Costs**
Paint - One Gallon Finish	$ 35.00	4	$ 140.00
Paint - One Gallon Primer	$ 30.00	2	$ 60.00
Brushes, Taping, etc.	$ 100.00	1	$ 100.00
Other	$ -		$ -
Total			*$ 300.00*
Tax @ 8.25%			$ 24.75
Total Material			**$ 324.75**

(A) Total (Labor + Material)	$ 789.87
(B) OH&P @ 15% (% on A only)	$ 118.48
(C) Total (A+B)	$ 908.35
(D) Bond @ 1% (% on C only)	$ 9.08
Grand Total (C+D)	**$ 917.43**

Additional time:

Accepted by:

Signature: _____

Name: _____

Title: _____

29 Hackamore Lane,
Bell Canyon, CA 91307

Phone: 818-716-7410 Fax: 818-716-7443
Email: campainting@sbcglobal.net

Notes:

Carbajal, Filbert

From: Saul Escamilla <saul@webbfsd.com>
Sent: Monday, May 22, 2023 17:28
To: Ruiz, Ruben; Garcia, Alex; timhoyt5@yahoo.com; Cesar Martinez
Cc: Atkinson, Craig; Mosier, Hunter; Kanani, Janvi; kenhinge@kenco-inc.com; rostrander@cfwinc.com; Carbajal, Filbert; Kuykendall, Dennis; Hurtado Vazquez, Ivan; Alamillo, Rafael
Subject: RE: Project: OSD Rose Ave. ES - RFI Responded to and Closed - RFI 310 W_DPDT Micro Switch Clarification - RFI:310.1:kG4Z3

Hi Ruben,
No exception on our part.

Thanks,

SAUL ESCAMILLA, CFSP
Project Manager

webb.
Foodservice Design

saul@webbfsd.com

P 714.508.1880 x13| **M** 714.483.1703
1530 S. Lewis St. Anaheim, CA 92805
www.webbfsd.com

From: Ruiz, Ruben <ruben.ruiz@arcadis.com>
Sent: Monday, May 22, 2023 3:37 PM
To: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; timhoyt5@yahoo.com; Saul Escamilla <saul@webbfsd.com>; Cesar Martinez <Cesar@webbfsd.com>
Cc: Atkinson, Craig <craig.atkinson@arcadis.com>; Mosier, Hunter <hunter.mosier@arcadis.com>; Kanani, Janvi <janvi.kanani@arcadis.com>; kenhinge@kenco-inc.com; rostrander@cfwinc.com; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Hurtado Vazquez, Ivan <IHVazquez@Balfourbeattyus.com>; Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>
Subject: RE: Project: OSD Rose Ave. ES - RFI Responded to and Closed - RFI 310 W_DPDT Micro Switch Clarification - RFI:310.1:kG4Z3

Alex / Tim,
As long as we are meeting the accessible reach ranges, this should be ok.

Saul / Cesar,
Any exceptions to relocating the Micro Switch to this location?

Ruben Ruiz – LEED GA
Project Manager
4119 Broad Street, Suite 210
San Luis Obispo CA 93401 United States
tel +1 805 546 0433 ext 56677 fax +1 805 546 0504
www.arcadis.com

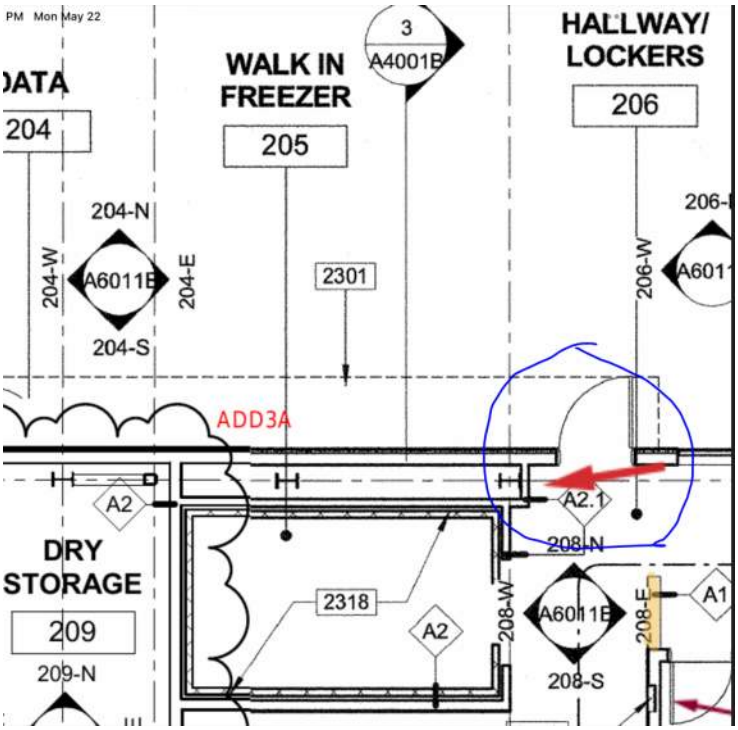




NOTE: This email message/attachments may contain privileged and confidential information. If received in error, please notify the sender and delete this e-mail message.

From: Garcia, Alex <AlexGarcia@Balfourbeattyus.com>
Sent: Monday, May 22, 2023 2:42 PM
To: Ruiz, Ruben <ruben.ruiz@arcadis.com>; rostrander@cfwinc.com; Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Hurtado Vazquez, Ivan <IHVazquez@Balfourbeattyus.com>; Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>
Cc: Atkinson, Craig <craig.atkinson@arcadis.com>; Mosier, Hunter <hunter.mosier@arcadis.com>; Kanani, Janvi <janvi.kanani@arcadis.com>; kenhinge@kenco-inc.com; Iversen, Linda <linda.iversen@arcadis.com>; timhoyt5@yahoo.com; saul@webbfsd.com; Cesar@webbfsd.com
Subject: RE: Project: OSD Rose Ave. ES - RFI Responded to and Closed - RFI 310 W_DPDT Micro Switch Clarification - RFI:310.1:kG4Z3

Ruben, after further review with the electrician and with Tim (IOR), the only location open for the installation of the Micro Switch is at the west wall where the RED arrow with BLUE circle is shown. Please confirm that it is acceptable to relocated the switch.



Alexander Garcia
Project Superintendent | Balfour Beatty
C: 805-400-5787
E: alexgarcia@balfourbeattyus.com | www.balfourbeattyus.com

Balfour Beatty

From: Ruiz, Ruben <ruben.ruiz@arcadis.com>
Sent: Wednesday, May 3, 2023 1:02 PM
To: Carbajal, Filbert <FCarbajal@Balfourbeattyus.com>; Garcia, Alex <AlexGarcia@Balfourbeattyus.com>; Gonzalez, Alex <alexisgonzalez@Balfourbeattyus.com>; Kuykendall, Dennis <DKuykendall@Balfourbeattyus.com>; Hurtado Vazquez, Ivan <IHVazquez@Balfourbeattyus.com>; Alamillo, Rafael <RAlamillo@Balfourbeattyus.com>
Cc: Atkinson, Craig <craig.atkinson@arcadis.com>; Mosier, Hunter <hunter.mosier@arcadis.com>; Kanani, Janvi <janvi.kanani@arcadis.com>; kenhinge@kenco-inc.com; Iversen, Linda <linda.iversen@arcadis.com>; rostrander@cfwinc.com; timhoyt5@yahoo.com; saul@webbfsd.com; Cesar@webbfsd.com
Subject: Project: OSD Rose Ave. ES - RFI Responded to and Closed - RFI 310 W_DPDT Micro Switch Clarification - RFI:310.1:kG4Z3

External Email

BB,
Please see attached response to RFI 310.1, for your use and distribution.

Ruben Ruiz – Highly Qualified
Project Manager
4119 Broad Street, Suite 210
San Luis Obispo CA 93401 United States
tel +1 805 546 0433 ext 56677 fax +1 805 546 0504
www.arcadis.com

NOTE: This email message/attachments may contain privileged and confidential information. If received in error, please notify the sender and delete this e-mail message.

Notification about RFI **RFI 310 W_DPDT Micro Switch Clarification**

This email contains the response for a RFI. The RFI transmittal is attached to the email.

Answer

See attached response from Webb Design and IBI

RFI Info

To: **Filbert Carbajal (CFW Los Angeles); Alex Garcia; Alex Gonzalez (Balfour Beatty Construction); Dennis Kuykendall (Balfour Beatty Construction); Ivan Hurtado; Rafael Alamillo (Balfour Beatty Construction)**
From: **Ruben Ruiz (Arcadis | IBI Group)**
CC: **Craig Atkinson (Arcadis | IBI Group); Hunter Mosier (Arcadis | IBI Group); Janvi Kanani (Arcadis | IBI Group); Kenneth Hinge; Linda Iversen (Arcadis | IBI Group); Rick Ostrander (CFW Los Angeles); Tim Hoyt (Tim Hoyt Construction Services Inc.); Saul Escamilla (Webb Foodservice Design); Cesar@webbfsd.com**
Purpose: **Answered**

Transferred Files

RFI 310.1 W_DPDT Micro Switch Clarification_Webb-IBI_Rsp.pdf	5/3/2023	12:57 PM	503 KB

Notification generated by Newforma® Project Center

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attachment is virus free or has not been intercepted or changed. Any opinions or other information in this email that do not relate to the official business of Arcadis are neither given nor endorsed by it.

CE Number	CDR	Cont. Allow. # /Status	Open CE's	CE Title	Date Submitted Orig. to CFW / IBI	Date Re-submitted / Status	Cost Submitted	Contractor Contingency Approved	Project (E&O) Contingency	Offsite Improvements Allowance	Architect & CFW Approved Board Meeting October 2025 Allocation #08	Comments
104	069	Disputed	CFW Rec. Approval 7/9/25	RFI 277 - CCD 020 - Exterior Canopy - Top Of Steel Elevations	04/03/23	Disputed - 4/5/2023	$42,135.85			$42,135.85	Offsite Imp. Allowance Cont.	
157	130	Disputed	CFW Rec. Approval 7/9/25	RFI 310 W/DPDT Micro Switch Clarification	05/03/23	Disputed 2-8-24	$917.43			$917.43	Offsite Imp. Allowance Cont.	
		Offsite Imp. Allowance Cont.		BBC Negotiated Offset with CFW	10/17/25	Negotiatied Amount	$ (397.90)			$ (397.90)	Offsite Imp. Allowance Cont.	
Total				TOTAL			$42,655.38	$0.00	$0.00	$42,655.38		

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

The Lease Leaseback Agreement ("Agreement") entered into on November 17th, 2017, by and between the Oxnard School District ("District") and Balfour Beatty Construction, LLC, ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #17-158 that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained LLB Contractor to provide preconstruction and constructionservices for the Rose Avenue Elementary School Reconstruction ("Project") for the District's Master Construct and Implementation Program;

WHEREAS, the District operates Rose Avenue Elementary, located at 220 S. Driskill Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Balfour Beatty Construction to construct thru the completion and occupancy of the new school;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed withconstruction;

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

AMENDMENT

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

H. Site. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit B** attachedhereto to the Site Lease.

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

The "GMP" for the Project shall be **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents ($41,678,393.00)**. The GMP consists of (1) a Contractor Contingency in the amount of **One Million Six Hundred Ninety-five Thousand Fourty-Two Dollars and No Cents ($1,695,042.00)**, and, (2) Sublease Payments in the amount of **$173,660** per month for **12** months for a total lease value of **Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents ($2,083,920.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto.

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

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign **Leon Cavallo** as Project Manager/Superintendent for the Project. So long as **Leon Cavallo** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

APPROVED:

Balfour Beatty Construction, LLC:

Signature

Brian H. Cahill President, California Division
Typed Name/Title

09/28/2021
Date

OXNARD SCHOOL DISTRICT:

Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

10-7-2021
Date

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

EXHIBIT A

Scope of Work

DRAWINGS

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

PROJECT DESCRIPTION

CONSTRUCTION OF A NEW SCHOOL ON THE EXISTING SCHOOL PLAY FIELD, MULTIPLE BUILDINGS FOR KINDERGARTEN, CLASSROOMS, MULTI-PURPOSE BUILDING, ADMINISTRATION, LEARNING RESOURCE CENTER, AND BOTH ON AND OFF-SITE IMPROVEMENTS.

The Project will be completed in two (2) Phases over a nineteen (19) month duration. **Phase 1,** (construction of new campus facilities), shall commence in November 2021 and be completed in February 2023. **Phase 2,** (demolition of the existing campus and completion of the new sports field and related equipment shall commence February 2023 and be completed in June 2023. A total duration of four hundred and sixty (460) Calendar Days. The total Guaranteed Maximum Price (GMP) for the Rose Ave E.S. Reconstruction Project shall be: **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents ($41,678,393.00).**

Contract Documents Listed

1. **Specifications**

Division	Number	Description
01 - General Requirements	01 11 00	Summary of Work
01 - General Requirements	01 23 00	Alternates
01 - General Requirements	01 25 00	Substitution Procedures
		Substitution Request Form - For Use During Bidding
		Substitution Request Form - For Use During Construction
		Substitution Warranty Form
01 - General Requirements	01 26 00	Contract Modification Procedures
01 - General Requirements	01 29 00	Payment Procedures
01 - General Requirements	01 31 00	Project Management and Coordination
01 - General Requirements	01 31 24	Building Information Modeling (BIM) Coordination
01 - General Requirements	01 32 00	Construction Progress Documentation
01 - General Requirements	01 33 00	Submittal Procedures
01 - General Requirements	01 41 00	Regulatory Requirements

01 - General Requirements	01 42 00	Definitions and References
01 - General Requirements	01 43 00	Quality Assurance
01 - General Requirements	01 50 00	Temporary Facilities and Controls
01 - General Requirements	01 56 39	Temporary Tree and Plant Protection
01 - General Requirements	01 60 00	Product Requirements
01 - General Requirements	01 70 00	Field Engineering and Execution Requirements
01 - General Requirements	01 73 29	Cutting and Patching
01 - General Requirements	01 74 16	Storm Water Pollution Prevention Plan
01 - General Requirements	01 74 19	Construction Waste Management and Disposal
01 - General Requirements	01 77 00	Closeout Procedures
01 - General Requirements	01 78 23	Operation and Maintenance Data
01 - General Requirements	01 78 39	Project Record Documents
01 - General Requirements	01 79 00	Demonstration and Training
01 - General Requirements	01 81 19	Indoor Air-Quality Requirements
02 - Existing Conditions	02 41 13	Site Demolition
02 - Existing Conditions	02 41 16	Building Demolition
03 - Concrete	03 05 05	Concrete Sealer
03 - Concrete	03 30 00	Cast-In-Place Concrete
03 - Concrete	03 30 05	Underslab Vapor Barrier
03 - Concrete	03 52 00	Concrete Topping
04 - Masonry	04 22 00	Concrete Unit Masonry
05- Metals	05 12 00	Structural Steel Framing
05- Metals	05 12 13	Architecturally Exposed Structural Steel Framing
05- Metals	05 31 00	Steel Decking
05- Metals	05 40 00	Cold-Formed Metal Framing
05- Metals	05 50 00	Metal Fabrications
05- Metals	05 51 00	Metal Stairs
06 - Woods, Plastics, and Composites	06 16 43	Glass-Mat Gypsum Sheathing
06 - Woods, Plastics, and Composites	06 20 00	Finish Carpentry
06 - Woods, Plastics, and Composites	06 41 00	Architectural Wood Cabinets
06 - Woods, Plastics, and Composites	06 83 16	Fiberglass-Reinforced Plastic Paneling
07 - Thermal and Moisture Protection	07 13 26	Self-Adhering Sheet Waterproofing
07 - Thermal and Moisture Protection	07 13 30	Pre-Applied Sheet Waterproofing
07 - Thermal and Moisture Protection	07 18 13	Traffic Coating
07 - Thermal and Moisture Protection	07 21 13	Rigid Foam Board Insulation

07 - Thermal and Moisture Protection	07 21 16	Blanket Insulation
07 - Thermal and Moisture Protection	07 27 19	Weather-Resistive Sheet Barrier System
07 - Thermal and Moisture Protection	07 42 13	Formed Metal Wall Panels
07 - Thermal and Moisture Protection	07 42 46	Fiber-Cement Wall Panels
07 - Thermal and Moisture Protection	07 46 46	Fiber-Cement Siding
07 - Thermal and Moisture Protection	07 54 13	Tripolymer Alloy Roofing
07 - Thermal and Moisture Protection	07 62 00	Sheet Metal Flashing and Trim
07 - Thermal and Moisture Protection	07 65 00	Flexible Flashing
07 - Thermal and Moisture Protection	07 71 29	Manufactured Roof Expansion Joints
07 - Thermal and Moisture Protection	07 72 00	Roof Accessories
07 - Thermal and Moisture Protection	07 84 13	Penetration Firestopping
07 - Thermal and Moisture Protection	07 84 43	Joint Firestopping
07 - Thermal and Moisture Protection	07 92 00	Joint Sealants
07 - Thermal and Moisture Protection	07 95 13	Expansion Joint Cover Assemblies
08 - Openings	08 11 13	Hollow-Metal Doors and Frames
08 - Openings	08 14 16	Flush Wood Doors
08 - Openings	08 31 13	Access Doors and Frames
08 - Openings	08 33 13	Overhead Coiling Counter Door
08 - Openings	08 41 13	Glazed Aluminum Entrances and Storefronts
08 - Openings	08 44 13	Glazed Aluminum Curtain Walls
08 - Openings	08 51 13	Aluminum Windows
08 - Openings	08 71 00	Door Hardware
08 - Openings	08 81 00	Glass Glazing
08 - Openings	08 91 00	Louvers
09 - Finishes	09 06 00	Colors and Finishes
09 - Finishes	09 21 16	Gypsum Board Shaft-Wall Assemblies
09 - Finishes	09 24 00	Portland Cement Plaster
09 - Finishes	09 28 16	Glass-Mat-Faced Gypsum Backing Board
09 - Finishes	09 29 00	Gypsum Board
09 - Finishes	09 30 00	Ceramic Tile

09 - Finishes	09 51 13	Suspended Lay-In Panel Ceilings
09 - Finishes	09 65 00	Resilient Flooring
09 - Finishes	09 65 13	Resilient Base and Accessories
09 - Finishes	09 65 66	Resilient Athletic Flooring
09 - Finishes	09 68 13	Tile Carpeting
09 - Finishes	09 77 13	Stretched-Fabric Wall System
09 - Finishes	09 77 21	Vinyl-Wrapped Panels
09 - Finishes	09 81 16	Acoustical Blanket Insulation
09 - Finishes	09 91 00	Painting
09 - Finishes	09 96 23	Graffiti-Resistant Treatment
10 - Specialties	10 11 00	Visual Display Units
10 - Specialties	10 14 00	Signage
10 - Specialties	10 14 63	Electronic Message Sign
10 - Specialties	10 21 13	Solid-Plastic Toilet Compartments
10 - Specialties	10 26 10	Wall Protection
10 - Specialties	10 28 00	Toilet Accessories
10 - Specialties	10 44 13	Fire Protection Cabinets
10 - Specialties	10 44 16	Fire Extinguishers
10 - Specialties	10 51 13	Metal Lockers
10 - Specialties	10 75 00	Flagpole
11 - Equipment	11 40 00	Food Service Equipment
11 - Equipment	11 52 14	Rear Projection Screen
11 - Equipment	11 52 23	Audio-Visual Equipment Supports
11 - Equipment	11 66 23	Gymnasium Equipment
11 - Equipment	11 68 16	Play Structures
11 - Equipment	11 68 23	Exterior Court Athletic Equipment
12 - Furnishings	12 24 13	Roller Shades
14 - Conveying Equipment	14 24 25	Holeless Hydraulic Passenger Elevator
21 - Fire Suppression	21 20 00	Fire Suppression Systems
22 - Plumbing	22 05 00	Common Work Results for Plumbing
22 - Plumbing	22 05 13	Basic Plumbing Materials and Methods
22 - Plumbing	22 05 53	Plumbing Identification
22 - Plumbing	22 07 00	Plumbing Insulation
22 - Plumbing	22 07 20	Lavatory Pipe Covers
22 - Plumbing	22 10 00	Plumbing
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 00	Common Work Results for HVAC
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 13	Basic HVAC Materials and Methods
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 48	HVAC Sound, Vibration, and Seismic Control
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 53	HVAC Identification

23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 07 00	HVAC Insulation
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 00	HVAC Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 13	Environmental Controls and Energy Management Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 09 23	Environmental Controls and Energy Management Systems
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 30 00	Air Distribution
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 38 13	Kitchen Ventilation System
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 80 00	Heating, Ventilating, and Air Conditioning Equipment
26 - Electrical	26 05 00	Common Work Results for Electrical
26 - Electrical	26 05 13	Basic Electrical Materials and Methods
26 - Electrical	26 05 19	Low-Voltage Wires (600 Volt AC)
26 - Electrical	26 05 26	Grounding and Bonding
26 - Electrical	26 05 33	Raceways, Boxes, Fittings, and Supports
26 - Electrical	26 08 00	Electrical Systems Commissioning
26 - Electrical	26 09 23	Lighting Control Systems
26 - Electrical	26 10 00	Service Entrance
26 - Electrical	26 22 00	Low-Voltage Transformers
26 - Electrical	26 24 13	Switchboards
26 - Electrical	26 24 16	Panelboards and Signal Terminal Cabinets
26 - Electrical	26 50 00	Lighting
26 - Electrical	26 52 00	Emergency Power Systems
27 - Communications	27 05 36	Cable Trays for Communication
27 - Communications	27 10 00	Structured Cabling System (SCS)
27 - Communications	27 30 00	Area of Refuge/Elevator Landing - Two-Way Communication System
27 - Communications	27 51 16	Public Address/Clock System
27 - Communications	27 51 23.50	Assistive Listening System
28 - Electronic Safety and Security	28 16 00	Intrusion Alarm System
28 - Electronic Safety and Security	28 23 00	Video Surveillance (CCTV) System
28 - Electronic Safety and Security	28 31 00	Fire Detection and Alarm System
31 - Earthwork	31 10 00	Site Clearing
31 - Earthwork	31 20 00	Earthwork
31 - Earthwork	31 22 19	Finish Grading
32 - Exterior Improvements	32 12 16	Hot-Mix Asphalt Paving
32 - Exterior Improvements	32 13 13	Site Concrete
32 - Exterior Improvements	32 13 43	Pervious Concrete Pavement
32 - Exterior Improvements	32 13 73	Concrete Paving Joint Sealants

32 - Exterior Improvements	32 14 13	Precast Concrete Unit Pavers
32 - Exterior Improvements	32 15 40	Granular Surfacing
32 - Exterior Improvements	32 17 13	Wheelstops
32 - Exterior Improvements	32 17 23	Pavement Markings
32 - Exterior Improvements	32 17 26	Tactile Warning Surfaces
32 - Exterior Improvements	32 18 16	Resilient Surfacing
32 - Exterior Improvements	32 31 13	Chain-Link Fences and Gates
32 - Exterior Improvements	32 31 19	Decorative Metal Fences and Gates
32 - Exterior Improvements	32 33 00	Site Furnishings
32 - Exterior Improvements	32 80 00	Landscape Irrigation
32 - Exterior Improvements	32 90 00	Landscape Planting
32 - Exterior Improvements	32 92 00	Turf Sodding
32 - Exterior Improvements	32 93 00	Turf Hydroseeding
33 - Utilities	33 11 00	Site Water Distribution
33 - Utilities	33 31 00	Site Sanitary Sewerage
33 - Utilities	33 41 00	Site Storm Drainage
33 - Utilities	33 46 16	Subdrainage

2. Drawings

Discipline	Drawing No.	Drawing Title
GENERAL	G0000	COVER SHEET
GENERAL	G1000	GENERAL NOTES
GENERAL	G1001	CALGREEN CODE
GENERAL	G1002	CALGREEN CODE
GENERAL	G1100A	BUILDING A - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100B	BUILDING B - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100C	BUILDING C - CODE ANALYSIS FIRST FLOOR PLAN
GENERAL	G1101C	BUILDING C - CODE ANALYSIS SECOND FLOOR PLAN
GENERAL	G1200	LIFE AND SAFETY
CIVIL	C101	TITLE SHEET AND GENERAL NOTES
CIVIL	C201	TYPICAL DETAILS
CIVIL	C202	TYPICAL DETAILS
CIVIL	C203	TYPICAL DETAILS
CIVIL	C301	DEMOLITION PLAN
CIVIL	C302	DEMOLITION PLAN
CIVIL	C400	OVERALL SITE
CIVIL	C401	GRADING PLAN
CIVIL	C402	GRADING PLAN
CIVIL	C403	GRADING PLAN
CIVIL	C404	GRADING PLAN
CIVIL	C405	GRADING PLAN
CIVIL	C406	GRADING PLAN
CIVIL	C407	GRADING PLAN
CIVIL	C408	GRADING PLAN
CIVIL	C409	GRADING PLAN
CIVIL	C501	GRADING PLAN
CIVIL	C502	UTILITY PLAN
CIVIL	C601	UTILITY PLAN
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ELECTRICAL	E8003	ELECTRICAL DETAILS - PENETRATION
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FOOD SERVICES	FS-501B	BUILDING B - REFRIGERATION & CONDUIT PLAN
FOOD SERVICES	FS-502B	BUILDING B - REFRIGERATION DETAILS
FOOD SERVICES	FS-601B	BUILDING B - BUILDING WORKS & EXHAUST PLAN
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FOOD SERVICES	FS-801B	BUILDING B - CONSTRUCTION DETAILS
FOOD SERVICES	FS-802B	SMACNA DETAILS
FOOD SERVICES	FS-803B	EQUIPMENT SECTIONS

3. DSA-103, List of Required Structural Tests and Special Inspections - 2016 CBC, 7 pages.

4. As-Builts & Food Service Drawings

   A. 1990-11-16 BFGC Mod + Asbuilt, 75 pages.

   B. 2003-03-24 Interim Portables, 16 pages.

   C. 2006-12-21 MA Mod Record, 92 pages.

   D. 2009-09 FA Drawings Non-DSA, 10 pages.

   E. Rose ES Drawings_Health Department II-20190515, 70 pages.

   F. Rose ES Health Department Permit to construct, 6 pages.

   G. Rose Ave ES Tract 4884 - La Puerta Wet Utility Plans 1993 8 pages.

5. Geotechnical & Haz Materials Reports

   A. ATC Hazardous Materials Survey Report Rose 2017-10-19, 238 pages.

   B. CTE Rose Elementary School Geotech Report 2017-9-17, 314 pages.

   C. CTE Rose Elementary School Geotech Report 2018-9-26, 63 pages.

   D. CTE Rose Elementary School Geotech Report_r1 2017-11-27, 218 pages.

   E. Rincon Consultants Environ Site Assessment Phase 1 Rose Avenue Elementary 2018-10-16, 701 pages.

   F. Rincon Consultants Environ Site Assessment Rose Ave. Phase I Addendum 2019-01-23, 290 pages.

6. Sketches

   A. SK-1 Daktronics GS6 Elevation, 9 pages.

   B. SK-2 Classroom FrontRow AV Diagram, issued in Addendum 5C, 1 page.

   C. SK-3 Phillips 65 inch tv, issued in Addendum 5C, 3 pages.

D. SK-4 WAP Ruckus R550 – Classroom Locations with T-Grid Kit, issued in Addendum 5C, 19 pages.

E. SK-5 WAP Ruckus R750 – MPR Locations, issued in Addendum 5C, 6 pages.

F. SK-6 WAP Ruckus T750 – Exterior Locations, Issued in Addendum 5C, 5 pages.

7. Stormwater Pollution Prevention Plan (SWPPP) prepared by Incompli dated 7/7/21, issued in Addenda 7C, 503 pages.

8. Logistics Plan & Safety Plan

A. Rose Ave ES Hardscape Phasing Plan, 1 page.

B. Rose Ave ES Logistics Plan Phase 1, issued in Addendum 6C, 1 page.

C. Rose Ave ES Logistics Plan Phase 1a, issued in Addendum 6C, 1 page.

D. Rose Ave ES Logistics Plan Phase 2, issued in Addendum 6C, 1 page.

E. Rose Ave ES Safety Plan, 1 page.

F. Rose Ave ES Stair Tower Logistics Plan, 1 page.

9. Addenda

A. Addendum 1A 2021-06-16, 77 pages.

B. Addendum 1B 2021-06-16, 75 pages.

C. Addendum 1C 2021-06-16, 54 pages.

D. Addendum 2 2021-06-24, 93 pages.

E. Addendum 3A 2021-07-08, 219 pages.

F. Addendum 3B 2021-07-08, 108 pages.

G. Addendum 3C 2021-07-01, 34 pages.

H. Addendum 4C 2021-07-02, 5 pages.

I. Addendum 5C 2021-07-07, 40 pages.

J. Addendum 6C 2021-07-08, 51 pages.

K. Addendum 7C 2021-07-09, 500 pages.

L. Addendum 8C 2021-07-12, 3 pages.

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

EXHIBIT B

See Site Lease Agreement #17-159 previously executed on November 17, 2017

Oxnard School District

PURCHASE ORDER
NO: P18-02547
DATE 11/07/2017

Phone: (805) 385-1501 x2412 or 2413 Fax: (805) 240-7582

SHIP TO:
Facilities
1055 S C STREET
OXNARD, CA 93030-7442

Vendor Phone: FAX:
BALFOUR BEATTY CONST. LLC
10620 TREENA STREET, #300
SAN DIEGO, CA 92131

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

Customer Acct #:

ORDER LOCATION	Emailed	Faxed	Mailed	VENDOR #	REQUISITIONER	REQUISITION #
630 - Facilities				006237/1	Lisa Franz	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	219,000.00	$219,000.00
			ACCOUNT DISTRIBUTION	AMOUNT	
			(050184) 214-6270-9010-0-0000-8500-058-600-0058-0	$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

FILE

#17-158

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of September, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 South Driskill Street, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant

to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.

F. **Project**. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.

G. **Project Manual**. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.

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

I. **Site Lease**. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

J. **Specifications**. The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

K. **Subcontractor**. As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

L. **Sublease**. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **Two Hundred Nineteen Thousand Dollars and No Cents ($219,000.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Two Hundred Nineteen Thousand Dollars and No Cents ($219,000.00)**, (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the

Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

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

construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.

F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.

G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.

I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

performed by, Contractor in connection with such shallow water table and with encountering water when digging.

C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign _____ as Project Manager/Superintendent for the Project. So long as _____ remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable

replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.

B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC
10620 Treena St., Suite 300
San Diego, CA 92131
Attn: Dennis Kuykendall

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
1901 South Victoria Avenue, Suite 106
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

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.

#17-158

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

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

of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.

C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.

D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR

Balfour Beatty Construction, LLC
10620 Treena St., Suite 300
San Diego, CA 92131

By: _____
Brian Cahill
Name/Title: President, California Division

Date: October 11th, 2017

THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, CA 93030

By: Lisa A. Franz

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:** November 05, 2025

Agenda Section: Section C: Consent Agenda

Ratification of Change Order #003 to Agreement #23-237 with Edwards Construction Group, Inc. for Lease Lease-Back Services for the Marina West PS/TK/K 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. The District has received the State Allocation Board (SAB) grant apportionment on September 27, 2023 to construct ten new classrooms to be located at the Marina West Elementary School site. The total estimated State grant is $8.2 million which will require a $2.7 million District match, for a total project cost of $10.9 million. The ten classrooms include four for preschool, four for TK, and two for K. As proposed, the grant will provide permanent PS, TK, and K facilities at the site pursuant to State requirements.

On January 26, 2024, the Board of Trustees approved Agreement #23-237 with Edwards Construction Group, Inc. to provide pre-construction services on the Marina West PS/TK/K project.

On December 18, 2024, the Board of Trustees approved Amendment #001 to Agreement #23-237 for the Guaranteed Maximum Price (GMP).

The purpose of this Change Order #003 is to provide: a six (6) week time extension for the required Asbestos Abatement of Building 14, for costs associated with an additional mobilization due to altered phasing, and for costs associated with an interim fire alarm system for the Kitchen, CDR, and NFL Buildings.

The new estimated date for completion is November 8, 2026.

FISCAL IMPACT:
$11,170.80 – County School Facilities Fund 350

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #003 to Agreement #23-237 with Edwards Construction Group, Inc.

ADDITIONAL MATERIALS:
Attached: Change Order #003 (16 Pages)
Amendment #1 (102 Pages)

Agreement #23-237, Edwards Construction Group, Inc. (51 Pages)

CHANGE ORDER #003

Date: 11/05/2025 **Change Order NO. 003**

PROJECT: **Marina West Elementary School**
New Modular Classroom Buildings
O.S.D. BID No. N/A
O.S.D. Agreement No. 23-237

OWNER: **Oxnard School District**
1051 South A Street
Oxnard, CA. 93030

ARCHITECT: **Flewelling & Moody**
99 South Lake Ave. #300
Pasadena, CA 91101

CONTRACTOR: **Edwards Construction Group, Inc.**
991 Bennett Ave
Arroyo Grande, CA 93420
Attn: Mr. Brad Edwards

Architects Proj. No.: 3066.0000
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-124194

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

ORIGINAL CONTRACT SUM	**$ 4,260,414.69**
NET CHANGE - ALL PREVIOUS CHANGE ORDERS	**$ 30,820.52**
ADJUSTED CONTRACT SUM	**$ 4,291,235.21**
NET CHANGE	**$ 11,170.80**
Total Change Orders to Date:	**$ 41,991.32**
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 003	**$ 4,302,406.01**

Anticipated Commencement Date	**December 18, 2025**
Actual Commencement Date:	**December 18, 2025**
Original Completion Date:	**September 27, 2026**
Original Contract Time:	**283 Calendar Days**
Time Extension for all Previous Change Orders:	**0 Calendar Days**
Time Extension for this Change Order:	**42 Calendar Days**
Adjusted Completion Date:	**November 8, 2026**

Percentage **0%**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO #003: Asbestos Delay Contract Time Extension (6 Weeks)	$0.00			
2.	PCO #004: Phase II Additional Mobilization		$9,758.40		
3.	PCO #005: Install and Program Dialer for Interim Fire Alarm System for Kitchen, CDR, and NFL Buildings		$1,412.40		
4.					
	Totals	$ 0.00	$11,170.80	$ 0.00	$ 0.00

Total Change Order No. 003 ……$ $11,170.80

_____

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR

APPROVAL (REQUIRED):

ARCHITECT: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

RECOMMENDED FOR APPROVAL:

FACILTIES DIRECTOR: _____ DATE: _____

APPROVAL (REQUIRED)

BOARD APPROVAL DATE: _____

ASST.SUPT/PURCHASING DIRECTOR: _____ DATE: _____

Docusign Envelope ID: BD59BA96-7E3E-49DE-9A41-895B031527C0

EDWARDS

PCO #003

Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420
Phone: (805) 335-1161
Fax: (805) 614-9906

Project: 24-022 - Marina West Oxnard LLB
2501 Carob St
Oxnard, California 93035
Phone: 805-385-1554

Prime Contract Potential Change Order #003: Marina West - Asbestos Delay_ECG Contract Time Extension

TO:	Oxnard School District 1051 South "A" Street Oxnard, California 93030	**FROM:**	Edwards Construction Group, Inc. 991 Bennett Ave Arroyo Grande, California 93420
PCO NUMBER/REVISION:	003 / 0	**CONTRACT:**	P25-03371 - Marina West Oxnard LLB
REQUEST RECEIVED FROM:	Justin Boe **(Edwards Construction Group, Inc.)**	**CREATED BY:**	Siliana Chacon **(Edwards Construction Group, Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	9/11/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	42 days	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$0.00

POTENTIAL CHANGE ORDER TITLE: Marina West - Asbestos Delay_ECG Contract Time Extension

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Asbestos Abatement Building 13 Delay - ECG Contract Time Extension
This Change Order accounts for an extension of six (6) weeks to the contract schedule due to delays associated with the discovery of asbestos in Building 13. The additional time was required to:

- Determine if the buildings were free of hazardous material
- Obtain pricing for abatement,
- Secure approval to proceed, and
- Complete abatement clearance testing before construction activities could resume.

The revised substantial completion date will be extended by six (6) weeks, but does not waive our rights for extended Overhead or General Conditions.

ATTACHMENTS:
Edwards Construction Group Mail - Fwd_ FW_ signatures needed - 5_21_25 Board meeting.pdf

#	Budget Code	Description	Amount
1	PCO-003.S Potential Change Order 3.Commitment	Asbestos Delay_ECG Contract Time Extension	$0.00
		Subtotal:	**$0.00**
		Subcontractor Markup (5.00%):	$0.00
		Bond (2.00%):	$0.00
		Insurance (2.00%):	$0.00
		Grand Total:	**$0.00**

Docusign Envelope ID: BD59BA96-7E3E-49DE-9A41-895B031527C0

EDWARDS

PCO #003

Jun Tanaka (Flewelling & Moody)
99 S. Lake Ave. Suite 300
Pasadena, California 91101

Signed by:
Jun Tanaka 9/11/2025
F98C0A4C84A348D...

SIGNATURE **DATE**

Oxnard School District
1051 South "A" Street
Oxnard, California 93030

SIGNATURE **DATE**

Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420

Signed by:
9/12/2025
BC48820E71594F2...

SIGNATURE **DATE**

Justin Boe
VP Operations

Docusign Envelope ID: BD59BA96-7E3E-49DE-9A41-895B031527C0

EDWARDS

Siliana Chacón <siliana@weareedwards.com>

Fwd: FW: signatures needed - 5/21/25 Board meeting

Robert Perks <robert@weareedwards.com> Fri, May 30, 2025 at 4:51 PM
To: Siliana Chacón <siliana@weareedwards.com>

FYI below,

---------- Forwarded message ---------
From: **Justin Boe** <justin@weareedwards.com>
Date: Fri, May 30, 2025 at 3:23 PM
Subject: Fwd: FW: signatures needed - 5/21/25 Board meeting
To: Robert Perks <robert@weareedwards.com>

See below thread.

Justin Boe
VP, Operations

justin@weareedwards.com | 805-225-4756

Edwards Construction Group
991 Bennett Ave.
Arroyo Grande, CA 93420
805-335-1161
www.WeAreEdwards.com

Our Emails are changing! Please update my contact information.

---------- Forwarded message ---------
From: **Gerald Schober** <gschober@cfwinc.com>
Date: Fri, May 30, 2025 at 3:15 PM
Subject: RE: FW: signatures needed - 5/21/25 Board meeting
To: Justin Boe <justin@weareedwards.com>
CC: Brad Edwards <brad@weareedwards.com>, Jessica Gregory <jessica@weareedwards.com>

Yes, I am good with that. Burt, bear in mind that scheduling the demo contractor is a hit on your end. That was delayed at least two weeks. Let's settle on 6 weeks

Gerald Schober
Vice President, Implementation Services

Caldwell Flores Winters, Inc.
521 N. 1st Avenue, Arcadia, CA 91006
Office: (626) 829-8300

Docusign Envelope ID: BD59BA96-7E3E-49DE-9A41-895B031527C0

Direct: (626) 829-8701
gschober@cfwinc.com
www.cfwinc.com

From: Justin Boe <justin@weareedwards.com>
Sent: Friday, May 30, 2025 3:12 PM
To: Gerald Schober <gschober@cfwinc.com>
Cc: Brad Edwards <brad@weareedwards.com>; Jessica Gregory <jessica@weareedwards.com>
Subject: Re: FW: signatures needed - 5/21/25 Board meeting

okay. Are you in agreement that it was approximately 8 weeks of impact?

On Fri, May 30, 2025 at 3:06 PM Gerald Schober <gschober@cfwinc.com> wrote:

> It would have to be a new amendment as the item has already been board approved.
>
> **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:** Justin Boe <justin@weareedwards.com>
> **Sent:** Friday, May 30, 2025 3:05 PM
> **To:** Gerald Schober <gschober@cfwinc.com>
> **Cc:** Brad Edwards <brad@weareedwards.com>; Jessica Gregory <jessica@weareedwards.com>
> **Subject:** Re: FW: signatures needed - 5/21/25 Board meeting
>
> Hey Gerald,
>
> There was about 8 weeks of delay with this Marina West abatement from getting the hazmat report to pricing out and doing the added scope. Can you add the time into this amendment or can we add the time onto the next amendment/PCO?
>
> [Quoted text hidden]
>
> --

Docusign Envelope ID: BD59BA96-7E3E-49DE-9A41-895B031527C0

Justin Boe
VP, Operations

justin@weareedwards.com | 805-225-4756

Edwards Construction Group
991 Bennett Ave.
Arroyo Grande, CA 93420
805-335-1161
www.WeAreEdwards.com

Our Emails are changing! Please update my contact information.

--

Justin Boe
VP, Operations

justin@weareedwards.com | 805-225-4756

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Our Emails are changing! Please update my contact information.

--
[Quoted text hidden]

EDWARDS

PCO #004

Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420
Phone: (805) 335-1161
Fax: (805) 614-9906

Project: 24-022 - Marina West Oxnard LLB
2501 Carob St
Oxnard, California 93035
Phone: 805-385-1554

Prime Contract Potential Change Order #004: Marina West - Added Costs Due to Unforeseen Phasing – Additional Subcontractor Mobilizations

TO:	Oxnard School District 1051 South "A" Street Oxnard, California 93030	**FROM:**	Edwards Construction Group, Inc. 991 Bennett Ave Arroyo Grande, California 93420
PCO NUMBER/REVISION:	004 / 0	**CONTRACT:**	P25-03371 - Marina West Oxnard LLB
REQUEST RECEIVED FROM:	Gerald Schober **(Caldwell Flores Winters, Inc.)**	**CREATED BY:**	Siliana Chacon **(Edwards Construction Group, Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	9/17/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$9,758.40

POTENTIAL CHANGE ORDER TITLE: Marina West - Added Costs Due to Unforeseen Phasing – Additional Subcontractor Mobilizations

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Added Costs Due to Unforeseen Phasing – Additional Subcontractor Mobilizations
In January 2025, it was determined that there would be no interim housing available for the CDR leasing childcare program. As a result, the project had to be restructured into two phases to accommodate continued use of the site.

- **Phase 1**: Construction on the southern half of the property, allowing three existing buildings to be used as interim housing for the preschool program.
- **Phase 2**: Construction on the northern portion of the site, including two buildings and the play field improvements.

Subcontractors are incurring additional costs associated with multiple mobilizations. This change order accounts for the SUBCONTRACTOR ADDED MOBILIZATION costs necessary to complete the work under the revised phasing plan.

This PCO does not include Edwards Construction costs associated the concurrent delays due to unforeseen phasing, asbestos abatement, time to establish firm bottom of excavation and removal of the unforeseen SCE transform and associated feeders.

ATTACHMENTS:

Coastal Demo_COR#3 (Mobilization for 2nd phasing) 9-30-25.pdf , _Suttles_240192 Marina West Elementary r3.pdf , _Division Ten_CO1 PHASE 2 MOVE INS.pdf

#	Budget Code	Description	Amount
1	PCO-004.S Potential Change Order 4.Commitment	Wet Utility Phasing - Added Mob	$5,000.00
2	PCO-004.S Potential Change Order 4.Commitment	Added Demo Mobilization	$2,600.00
3	PCO-004.S Potential Change Order 4.Commitment	Added Signage Mobilization	$1,520.00
		Subtotal:	**$9,120.00**
		Contractor (5.00%):	$456.00
		Bond (2.00%):	$182.40
		Grand Total:	**$9,758.40**

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EDWARDS

PCO #004

Edwards Construction Group

Signed by:
F6D9C9120F0C4AA...
10/6/2025

Robert Perks

Project Exec

Jun Tanaka (Flewelling & Moody)
99 S. Lake Ave. Suite 300
Pasadena, California 91101

Signed by:
F98C0A4C84A348D...
10/6/2025

SIGNATURE **DATE**

Project Architect

Edwards Construction Group, Inc.

Oxnard School District
1051 South "A" Street
Oxnard, California 93030

SIGNATURE **DATE**

Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420

Signed by:
BC18820E71594F2...
10/6/2025

SIGNATURE **DATE**

Justin Boe

VP Operations

Docusign Envelope ID: F7ECF8BC-F17A-47BE-B684-62BC73893D97

coastaldemoinc.
Concrete Cutting • Demolition • Rolloff Service

CHANGE ORDER REQUEST

Date: Tuesday, September 30, 2025
Customer Name: Edwards Construction Group
Contact: Robert Perks
Phone Number: (805) 256-2730
Email: robert@weareedwards.com
C/O Request #: 3
Project: 24-022 Marina West ES
Project Address: 2501 Carob St.
City & State: Oxnard, CA 93035
Description of Work: Additional mobilization for second phasing.

Description of Work						
Equipment	Quantity	Unit of Measure	Unit Cost	Equipment Costs		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
				$ -		
SUBTOTAL				**$ -**		
Materials	Quantity	Unit of Measure			Unit Cost	Material Costs
Mobilization	1	ls.			$ 2,363.64	$ 2,363.64
						$ -
						$ -
						$ -
SUBTOTAL						**$ 2,363.64**
Labor	Quantity	Unit of Measure					Unit Cost	Labor Costs
								$ -
								$ -
								$ -
								$ -
SUBTOTAL								**$ -**

Total Cost:	**$ 2,363.64**
Mark Up (10%)	**$ 236.36**
TOTAL for C/O Request # 3	**$ 2,600.00**

Docusign Envelope ID: F7ECF8BC-F17A-47BE-B684-62BC73893D97

Suttles Plumbing & Mechanical Corp.
License #: 268688 ● B, C4, C16, C20, C34, C36, C42, C61, D40
WBE#2005127686 SB-PW #35029 DIR #1000013842

Proposal

Proposal #: **240192**
Project location: **Marina West Elementary**
Project name: **New Modular Modular Building**
Bid due date: **3-19-25** Bid due time: Addenda:
Project #: Estimator: **Bryan Suttles**

Base Site Utilities Inclusions:

Phase 2 additional mobilization

Subtotal:	$4,545.45
10% Markup:	$454.55
Total:	**$5,000.00**

Exclusions:

3D BIM/AutoCAD coordination or drawings.
3-way valves.
Aboveground fire protection sprinkler systems.
Acoustical caulking or sealants in floor/wall/ceiling/roof.
Adjusting existing piping, boxes, structures, fixtures, or equipment to grade.
Allowances.
Asphalt patch.
Asphalt, T cut and/or grinding asphalt.
Backfill with imported soil, gravel or slurry.
Bathroom partitions, dispensers & other accessories.
Boiler vents.
Bonds (our rate is 1.44%), fees, permits and plan check.
Cabinetry, casework, countertops & partitions.
Carpentry, framing or blocking.
CO detection & alarm systems.
Colaboration, management, payment or prequalification software.
Composite clean up.
Concrete (slabs, structural pads/walls/floors).
Concrete patch.
Coring.
Demolition of floors, walls, ceilings or roofs.
Demolition of piping, equipment or fixtures.
Dewatering.
Downspouts, gutters & drainage sheetmetal.
DX piping.
Electrical.
Enclosures.
Engineering.
Fencing & gates.
Fire rated access panels.
Grading & local depressions.
Haul trash or excess excavation material offsite (Approx 220 CY).
Hazardous substances/materials operations or abatement.
HVAC duct, drain pans, equipment, instrumentation & controls.
If this proposal is older than 90 days.
Irrigation Systems.
Kitchen equipment & fixtures.
Laboratory casework, countertops, sinks & equipment.
Landscaping, planting & sod.
Low voltage systems.
Meters and vaults.
Off hours & overtime labor.
Offsite improvements.
Painting & patching.
Parking.
Personal guarantees.
Protect existing furnishings, floors, walls, ceilings, roofing.
Protect existing piping, structures, equipment or fixtures.
Reactivate buildings after a utility shut down.
Refrigeration equipment.
Rock excavation.
Roofing & roof penetration sealants.
Sawcut, break or remove concrete/asphalt.
Scaffolding.
Scanning, x-ray, GPR for rebar or utility location.
Site security.
Soil media for bioretention systems.
Soils Testing.
Soldier pile and lagging walls.
Storm Water Pollution Prevention.
Structural steel decking, framing or supports.
Survey.
Temporary facilities & utilities.
Thermal & moisure protection.
Water treatment & equipment.
Waterproofing.

Docusign Envelope ID: F7ECF8BC-F17A-47BE-B684-62BC73893D97

ESTIMATE

Division Ten Signage, Inc.
2766 Via Orange Way, Suite G
Spring Valley, CA 91978

accounts@division10signage.com
+1 (619) 741-8267
www.division10signage.com

EDWARDS CONSTRUCTION GROUP:15-25 MARINA WEST ES NEW MODULAR

Bill to
Siliana Chacon
EDWARDS CONSTRUCTION GROUP
3160 Telegraph Road
suite 202
Ventura, CA 93003

Estimate details
Estimate no.: 1213
Estimate date: 05/01/2025

Change Order: CO1 MARINA WEST PHASING

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Installation**	ADDITIONAL MOVE INS PHASE 2 (400milesx2: 800miles) 20hrs DT & re-scheduling	1	$1,381.82	$1,381.82

Subtotal:	$1,381.82
Markup (10%):	$138.18
Total:	$1,520.00

Accepted date **Accepted by**

EDWARDS

PCO #005

Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420
Phone: (805) 335-1161
Fax: (805) 614-9906

Project: 24-022 - Marina West Oxnard LLB
2501 Carob St
Oxnard, California 93035
Phone: 805-385-1554

Prime Contract Potential Change Order #005: Marina West - Scott & Sons - Install and Program Dialer for Interim Fire Alarm System for kitchen, CDR and NFL Buildings

TO:	Oxnard School District 1051 South "A" Street Oxnard, California 93030	**FROM:**	Edwards Construction Group, Inc. 991 Bennett Ave Arroyo Grande, California 93420
PCO NUMBER/REVISION:	005 / 0	**CONTRACT:**	P25-03371 - Marina West Oxnard LLB
REQUEST RECEIVED FROM:	Gerald Schober **(Caldwell Flores Winters, Inc.)**	**CREATED BY:**	Siliana Chacon **(Edwards Construction Group, Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	10/6/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$1,412.40

POTENTIAL CHANGE ORDER TITLE: Marina West - Scott & Sons - Install and Program Dialer for Interim Fire Alarm System for kitchen, CDR and NFL Buildings

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Added Costs and Time due to Unforeseen Phasing -Install and Program Dialer for Interim Fire Alarm System for kitchen, CDR and NFL Buildings
In January 2025, it was determined that there would be no interim housing available for the CDR leasing childcare program. As a result, the project had to be restructured into two phases to accommodate continued use of the site.

- **Phase 1**: Construction on the southern half of the property, allowing three existing buildings to be used as interim housing for the preschool program.
- **Phase 2**: Construction on the northern portion of the site, including two buildings and the play field improvements.

This change order includes the additional work required to install and program a UDACT dialer to monitor the interm fire alarm system for the CDR and NFL buildings. The Phasing of the work isolated the CDR from the campus fire alarm system. The original stand alone system was to monitored by Dial and ECG believed they would be providing the dialer. It has been confirmed that they are unable to provide this, and it is required for them to be able to provide remote monitoring services.

ATTACHMENTS:

CO 749-05 - Install and Program of UDACT Dialer.pdf

#	Budget Code	Description	Amount
1	PCO-005.S Potential Change Order 5.Commitment	Install and program UDACT Dialer for Interim Fire Alarm	$1,320.00
		Subtotal:	**$1,320.00**
		Contractor (5.00%):	$66.00
		Bond (2.00%):	$26.40
		Grand Total:	**$1,412.40**

Jun Tanaka (Flewelling & Moody)
99 S. Lake Ave. Suite 300
Pasadena, California 91101

SIGNATURE **DATE**

Oxnard School District
1051 South "A" Street
Oxnard, California 93030

SIGNATURE **DATE**

Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420

SIGNATURE **DATE**

Scott And Sons Electric

1433 Arundell Ave. Ventura, CA 93003

PH (805) 642-8547 *** FAX (805) 642-8548

CO 749-05

TO: Edwards Construction ATTN: Wade Caddin

SPEC. SEC. # : 260000

JOB NAME: Marina West

JOB ADDRESS:

DATE SUBMITTED: 10/6/2025

LICENSE NO: 700054

DIR # 1000000877

PHONE NO: (805) 642-8547

FAX NO: (805) 642-8548

PLANS & SPECS	FOB JOBSITE	INSTALLED	TAX INCLUDED	ADDENDUMS
YES	YES	YES	YES	N/A

Total Change Order: **$1,320**

INCLUDES:

Install and program UDACT Dialer

EXCLUDES:

Per original contract

CO 749-05

Totals (Summary) - Bid Summary: Default

Material	
Non-Quoted	$0.00
Quotes	0.00
Sales Tax (9.25%)	0.00
Total Material	$0.00
Labor	
Direct (0.00 hours @ $105.00)	$0.00
Non-Productive Labor	0.00
Total Labor (0.00 hours)	$0.00
Direct Job Expenses	$0.00
Tools and Miscellaneous Materials	0.00
Subcontracts	1,200.00
Job Subtotal (Prime Cost)	$1,200.00
Overhead (10.00%)	120.00
Profit (0.00%)	0.00
Job Total	$1,320.00
Actual Bid Price	$1,320.00
Material to Direct Labor ratio: 0.00	
Prime Cost per square foot	$0.00
Job Total per square foot	$0.00
Actual Bid Price per square ft	$0.00
Labor cost per square foot	$0.00
Labor hours per square foot	0.00
Gross Profit %	9.09
Gross Profit $	$120.00
Net Profit %	0.00

Amendment No. 001 to Construction Services Agreement No. 23-237

The Construction Services Agreement No. 23-237 ("Agreement") entered into on January 17, 2024, by and between the Oxnard School District ("District") and Edwards Construction Group ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 001 to the Construction Services Agreement No. 23-237 ("Amendment") that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Marina West Elementary School Preschool, TK, K Classroom Project for the District's Master Construct and Implementation Program;

WHEREAS, the District operates Marina West Elementary School located at 2501 Carob St, Oxnard, CA 93035 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new 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 Edwards Construction Group to construct thru the completion and occupancy of the Marina West Preschool, TK, K Classroom Project;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

AMENDMENT

The Parties agree to add 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 A attached.

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

The GMP for the Project shall be **Four Million Two Hundred Sixty Thousand Four Hundred Fourteen Dollars and Sixty-Nine Cents ($4,260,414.69)**. The GMP consists of Sublease Payments in the amount of **$37,278.62** per month for **6** months for a total lease value of **Two Hundred Twenty-Three Thousand Six Hundred Seventy-One Dollars and Seventy-Two Cents ($223,671.72)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in Exhibit A attached herewith.

The Parties agree that all other provisions of the Services Agreement No. 23-237 entered into and executed by the Parties on January 17, 2024 remain in full force and effect. Provider agrees that any provisions, limitations and exclusions in its proposal are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

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

OXNARD SCHOOL DISTRICT:

By: _____ 12/19/24

Melissa Reyes, Director, Purchasing

EDWARDS CONSTRUCTION GROUP:

By: _____ 11/20/2024

Brad Edwards, President Date:

EXHIBIT A

Scope of Work (Plans & Specifications)

Marina West Elementary School – 2501 Carob St, Oxnard, CA 93035

Plans and Specifications as prepared by Flewelling Moody. DSA Application Number 03-124194. DSA file number 56-22

SITE LEASE

This Site Lease (hereinafter referred to as the "Site Lease") is entered into this 18th day of December 2024, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") as lessor, and Edwards Construction Group, Inc., with its principal place of business at 991 Bennett Avenue, Arroyo Grande, CA 93420 (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 Marina West Elementary School, 2501 Carob Street, Oxnard, CA 93035, 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:

(a) The District has good title to the Site.

(b) There are no liens on the Site other than permitted encumbrances (the term "permitted encumbrances" as used herein shall mean, as of any particular time: (i)

liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim or any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the District consent in writing which will not impair or impede the operation of the Site.).

(c) All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes not yet due and payable, have been paid in full.

(d) The Site is properly zoned for the intended purpose or the District intends to render zoning inapplicable pursuant to Government Code Section 53094.

(e) To the best of the District's knowledge, the District is in compliance in all material respects with all laws, regulations, ordinances and orders of public authorities applicable to the Site.

(f) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(g) To the best of the District's knowledge, upon reasonable investigation and in reliance on the District's phase one Preliminary Environmental Assessment, and except as otherwise delineated in the Contract Documents: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the District or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not

now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (v) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vi) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (vii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (viii) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and further shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and the Project are to be maintained under the Sublease.

SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been authorized by all necessary corporate or partnership actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of the Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

(e) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been visually identified during the site-visit in accordance

with the indemnification contained in the General Conditions incorporated into the Construction Services Agreement.

(f) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

SECTION 5. Rental

Contractor shall pay to the District as and for advance rental hereunder the sum of One Dollar ($1.00) for the duration of the rental, this payment being due on or before the commencement of the term of this Site Lease. The duration of the rental is expected to be from the effective date hereof through the last day of the term of the Sublease.

SECTION 6. Purpose

Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the District; provided, however, that in the event of an occurrence of an Event of Default by the District, under the Sublease, Contractor may exercise the remedies provided for in the Sublease.

SECTION 7. Termination

Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the District any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title shall vest in the District. Notwithstanding the District's foregoing rights in the event of termination, Contractor shall retain the right to compensation pursuant to the Construction Services Agreement and the Sublease.

SECTION 8. Quiet Enjoyment

The District covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and that in the event that the District's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

SECTION 9. No Liens

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

During the term of this Site Lease, Contractor shall not permit any lien or encumbrance to attach to the Site or any part thereof.

SECTION 10. Right of Entry

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in so doing shall not interfere with Contractor's operations on the Project.

SECTION 11. Assignment and Subleasing

Other than the Sublease, as defined herein, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

SECTION 12. No Waste

Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 13. Default

In the event that Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof. Termination of this Site Lease shall be in accordance with the provisions of the General Conditions incorporated into the Construction Services Agreement or such other provisions as may be applicable.

SECTION 14. Eminent Domain

In the event that the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Tenant Improvement Payments and Sublease Payments then due or past due, and the purchase option price stated in Section 20 of the Sublease less any unearned interest as of the date Contractor receives payment in full. The balance of the award, if any, shall be paid to the District.

SECTION 15. Taxes

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site of the improvements thereon.

SECTION 16. Severability

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason

whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each remaining provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 17. Notices

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Edwards Construction Group, Inc.
991 Bennett Avenue
Arroyo Grande, CA 93450
Attn: Brad Edwards, President

If to the District:

Oxnard School District

1051 South A Street,
Oxnard, CA 93030
Attn: Dr. Ana DeGenna, Superintendent

With a copy to Gerald Schober
Vice President, Implementation Services
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 18. Construction Services Agreement and Sublease

The Construction Services Agreement and the Contract Documents as defined therein, including the Sublease, are incorporated by reference herein in their entirety as if fully set forth herein.

SECTION 19. Binding Effect

This Site Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

SECTION 20. Entire Agreement

This Site Lease, the Sublease, the Construction Services Agreement and the additional Contract Documents as defined in the Construction Services Agreement constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided herein or in Section 10 of the Construction Services Agreement.

SECTION 21. Execution in Counterparts

This Site Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

SECTION 22. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions incorporated into the Construction Services Agreement.

SECTION 23. Applicable Law

This Site Lease shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 24. Headings

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

SECTION 25. Time

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Site Lease effective as of the date first above written.

CONTRACTOR

Edwards Construction Group, Inc.

By: _____

Brad Edwards

Title: President

Date: 11/20/2024

THE DISTRICT

Oxnard School District,
a California school district

By: _____

Melissa Reyes

Title: Director, Purchasing

Date: 12/19/24

EXHIBIT A

Legal Description of Site

Marina West
Elementary School,
2501 Carob Street,
Oxnard, CA 93035

OSD Agreement #24-180

SUBLEASE

This Sublease (hereinafter referred to as the "Sublease") is entered into this 18th day of December 2024, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") as lessor, and Edwards Construction Group, Inc., with its principal place of business at 991 Bennett Avenue, Arroyo Grande, CA 93420 (hereinafter referred to as "Contractor") as sub-lessor.

RECITALS

WHEREAS the District deems it essential for its own governmental purpose to finance the installation and construction of certain public improvements more fully described in **Exhibit A** to that certain Construction Services Agreement between the District and Contractor dated the date hereof (the "Project") situated at Marina West Elementary School, 2501 Carob St, Oxnard, CA 93035, within the District as more fully set forth in Exhibit A of the site lease between the District and Contractor dated the date hereof (the "Site Lease") (The land and the real property improvements described in the Site Lease and the Construction Services Agreement are herein collectively referred to as the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, pursuant to Section 17406 of the California Education Code, the District is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the District pursuant to the terms of this Sublease; and

WHEREAS, the District and Contractor agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in **Exhibit A** of this Sublease which is incorporated by this reference.

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

SECTION 1. Sublease

Contractor hereby leases from and subleases to the District, and the District hereby leases to and subleases from Contractor, the Site including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the term of this Sublease.

SECTION 2. Term

(a) The term of the Sublease (the 'Term") shall become effective upon the authorized execution of this Sublease and shall terminate twelve months after the earlier of the following two events:

(1) The date the District takes beneficial occupancy of the final phase of the Project; or

(2) The date of substantial completion, as defined in Article 7.2.2 of the General Conditions.

(b) The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:

(1) An Event of Default by the District as defined herein and Contractor's election to terminate this Sublease as permitted herein; or

(2) An Event of Default by Contractor as defined herein and the District's election to terminate this Sublease as permitted herein; or

(3) Consummation of the District's purchase option pursuant to Section 20 of this Sublease.

SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

(a) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party by which it or its property is bound.

(b) The Project and the Site are essential to the District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease.

(c) The District will take such action as may be necessary to include all Tenant Improvement Payments and Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Tenant Improvement Payments and Sublease Payments.

(d) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(e) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and, further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site is maintained under the Sublease.

SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing as a corporation and licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Sublease.

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Tenant Improvement Payments or Sublease Payments hereunder, except as permitted herein.

(f) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been identified during the site-visit in accordance with the indemnification contained in the General Conditions.

(g) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

SECTION 5. Construction/Acquisition

(a) The District has entered into a Construction Services Agreement and the Site Lease with Contractor in order to acquire and construct the Project. The cost of the acquisition, construction and installation of the Project as well as the obligations under this Sublease are determined by the Guaranteed Maximum Price as determined in Section 5 of the Construction Services Agreement.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Tenant Improvement Payments and Sublease Payments which become due to Contractor under this Sublease, provided however that the District shall not be required to appropriate said funds in the event that the District determines in good faith that exigent circumstances have arisen that require District to reduce its budget and not appropriate funds for the payments required hereunder. Any such failure to appropriate funds in any year subsequent to the initial year of this

Sublease shall be deemed a termination for convenience and shall be subject to the provisions of the General Conditions.

SECTION 6. Payments

(a) The District shall pay Contractor the Tenant Improvement Payments and the Sublease Payments as set forth in **Exhibit A** hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.

(b) If the District determines that the work is delayed so that Contractor shall not be able to deliver the work pursuant to the construction schedule required by the Construction Services Agreement (the "Construction Schedule"), the District shall be entitled to withhold a reasonable amount from the Tenant Improvement Payments and/or the Sublease Payments then due to cover the damages for delay. Once the District has determined that the work has been performed pursuant to the approved construction schedule, the District shall be obligated to release any funds withheld pursuant to this Paragraph.

(c) The obligation of the District to pay Tenant Improvement Payments and the Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the District.

SECTION 7. Fair Rental Value

The Tenant Improvement Payments and the Sublease Payments shall be paid by the District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term of this Sublease. The parties hereto have agreed and determined that such total Tenant Improvement Payments and Sublease Payments are not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the obligations under the Construction Services Agreement, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement and which do not interfere with Contractor's work on the Project and the Site.

SECTION 8. Sublease Abatement

In addition to delay of payments provided in Section 6, above, Tenant Improvement Payments and Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of

possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of the Tenant Improvement Payments and the Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Tenant Improvement Payments and the Sublease Payments paid by the District during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 9. Use of Site and Project

During the Term of this Sublease, Contractor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The District will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Contractor shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

SECTION 10. Contractor's Inspection/Access to Site

The District agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 16 of this Sublease. The District further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the District to perform its obligations hereunder.

SECTION 11. Project Acceptance

The District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in

accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 12. Alterations and Attachments

All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Section 20 hereof. Separately identifiable additions and improvements added to the Project by the District shall remain the property of the District. At Contractor's request, the District agrees to remove the additions and improvements and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

SECTION 13. Physical Damage; Public Liability Insurance

Contractor and the District shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them herein and by the Construction Services Agreement

SECTION 14. Taxes

The District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

SECTION 15. Events of Default

The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the District fails to make any unexcused Tenant Improvement Payment or Sublease Payment (or any other payment) within 30 days after the due date thereof; (b) the District or Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under any of the Contract Documents (as that term is defined in the Construction Services Agreement), and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other party; (c) the discovery by a party that any statement, representation or warranty made by the other party in this Sublease, or in the Contract Documents (as that term is defined in the Construction Services Agreement), or in any document ever delivered by that other party pursuant hereto or in connection herewith is misleading or erroneous in any material respect; or (d) a party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the party or of all or a substantial part of its assets, or a petition for relief is filed by the party under federal bankruptcy, insolvency or similar laws.

SECTION 16. Remedies on Default

Upon the happening of any Event of Default, the non-defaulting party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Tenant Improvement Payments or the Sublease Payments that fall due in future Sublease periods or otherwise declare any Tenant Improvement Payment or Sublease Payments not then in default to be immediately due and payable. Upon the occurrence of an Event of Default, the non-breaching party may elect to terminate this Sublease in accordance with the provisions contained in the General Conditions. Termination of the Construction Services Agreement shall trigger the termination of the Site Lease and this Sublease.

SECTION 17. Non-Waiver

No covenant or condition to be performed by the District or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the District or Contractor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 18. Assignment

Without the prior written consent of Contractor, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq*. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the District shall pay all Tenant Improvement Payments and Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 19. Ownership

The Project is and shall at all times be and remain the sole and exclusive property of Contractor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein.

SECTION 20. Sublease Prepayments/Purchase Option

(a) Sublease Prepayments. At any time during the Term of this Sublease, the District may make Sublease Prepayments to the Contractor of the Tenant Improvement Payments and/or Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the District in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed up to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Tenant Improvement Prepayments and Sublease Payments previously made by the District to Contractor; (2) all Sublease Prepayments previously made by the District to the Contractor; (3) all amounts previously retained pursuant to Section 20(a)(3), below, from Sublease Prepayments previously made by the District to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 20(a)(3)); and (4) the retention for such Sublease Prepayment pursuant to Section 20(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 20(a)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 20(b), below, shall be adjusted accordingly.

(1) In the event that the District elects to make a Sublease Prepayment, the following are conditions precedent to the District's delivery of such Sublease Prepayments to Contractor pursuant to a request of Contractor:

(A) Satisfactory progress of the construction of the Project pursuant to the Time Schedule shall have been made as determined in accordance therewith.

(B) Contractor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all sub-contractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project Site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project Site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that Contractor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the District.

(2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the District in accordance with the General Conditions. If the District determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's

Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.

(3) The District shall retain an amount equal to 5% of each Tenant Improvement Payments ("retention") made at Contractor's request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the District, pursuant to the provisions of Public Contract Code Section 22300.

(b) If the District is not in default hereunder, the District shall have the option to purchase not less than all of the Project in as-is condition upon delivery of the Prepayment Price as defined herein. The Prepayment Price at any given time shall be an amount equal to the final GMP, as it may be revised from time to time, less the sum of any Tenant Improvement Payments, Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section. The District may thereupon terminate this Sublease and Contractor shall deliver such deeds, bills of sale, assignments, releases or other instruments as District may reasonably require to reflect the transfer of all of Contractor's interest in the Project. Following the closing of the District's purchase option, the District shall retain all rights to any claim or warranty arising under the Construction Services Agreement.

SECTION 21. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions during the course of construction.

SECTION 22. Construction Services Agreement and Site Lease

The Construction Services Agreement and the Contract Documents as defined therein, including the Site Lease, are incorporated by reference herein in their entirety as if fully set forth herein.

SECTION 23. Severability

If any one or more of the terms, covenants or conditions of this Sublease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Sublease shall be affected thereby, and each provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 24. Entire Agreement

The Contract Documents enumerated in paragraph C of Section 1 of the Construction Services Agreement, which include this Sublease, constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 25. Notices

Any notices or filings required to be given or made under this Sublease shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Edwards Construction Group, Inc.
991 Bennett Avenue
Arroyo Grande, CA 93450
Attn: Brad Edwards, President

If to the District:

Oxnard School District

1051 South A Street,
Oxnard, CA 93030
Attn: Dr. Ana DeGenna, Superintendent

With a copy to Gerald Schober
Vice President, Implementation Services
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 26. Titles

The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Sublease.

SECTION 27. Time

Time is of the essence in this Sublease and each and all of its provisions.

SECTION 28. Applicable Law

This Sublease shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central

District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. Execution in Counterparts

This Sublease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

SECTION 30. District Insurance

During the period after tenant improvement completion and beneficial occupancy of the Project and before the end of the Term, the District shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from the District's operations of the Site and for which the District may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of the District's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the District's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the District, or (b) by another person; and (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom. Such insurance shall be in the coverage amount of $1,000,000 per occurrence and $2,000,000 aggregate. The insurance policy required of the District hereunder shall also name Contractor as an additional insured as its interests may appear. Such insurance shall be deemed to be primary and non-contributory with any policy maintained by Contractor and any policy or coverage maintained by Contractor shall be deemed to be excess over such insurance maintained by District.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Sublease effective as of the date first above written.

CONTRACTOR	THE DISTRICT
Edwards Construction Group, Inc.	Oxnard School District, a California school district
By: _____	By: _____
Brad Edwards	Melissa Reyes
Title: President	Title: Director, Purchasing
Date: 11/20/2024	Date: 12/19/24

EXHIBIT A

PAYMENT PROVISIONS

Tenant Improvement Payments and the Sublease Payments shall be paid monthly and the total of the Tenant Improvement Payments and the Sublease Payments made shall not exceed the amount of the GMP as defined in Section 5 of the Construction Services Agreement. Each month Contractor shall provide the District with an itemized summary (in accordance with the provisions set forth in the Project Manual) indicating the percentage of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager.

The District shall pay Contractor in accordance with the procedures set forth in the Construction Services Agreement, the Project Manual and the portion of the GMP set forth as the Tenant Improvement Payments in accordance with Section 5 of the Construction Services Agreement, based on the amount of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager according to the approved Schedule of Values, less the retention applicable to said payment all in accordance with the procedures set forth in the Construction Services Agreement and/or the Project Manual.

The District shall pay Contractor Sublease Payments in the amount of **THIRTY-SEVEN THOUSAND TWO HUNDRED SEVENTY-EIGHT DOLLARS AND SIXTY-TWO CENTS ($37,278.62)** per month. The Sublease payments shall be consideration of the District's rental, use, and occupancy of the Project and the Site; the Sublease Payments shall include the portion of the Construction Costs financed by Contractor. The Sublease Payments shall commence with the Site Lease execution and continue for a total of **SIX (6)** months.

EDWARDS

Marina West
LLB

GMP
11/11/2024

CSI code	Division/Trade	Quantity	Metric	Labor	Material	Subcontractor	Vendor	Equipment	Other	SubTotal
00 00 00	Procurement and Contracting Requirements									
00 72 00	General Conditions		1 LS			710,474.00	Edwards Construction Group			710,474.00
01 00 00	General Requirements									
01 32 23	Survey and Layout Data		1 LS			25,000.00	Edwards Construction Group			25,000.00
01 51 13	Temporary Electricity		1 LS			12,500.00	Edwards Construction Group			12,500.00
01 56 26	Temporary Fencing		1 LS			18,250.00	Edwards Construction Group			18,250.00
01 57 23	Temporary Storm Water Pollution Control		1 LS			32,726.00	Edwards Construction Group			32,726.00
01 21 00	ECG Internal Continency		1 LS			75,000.00	Edwards Construction Group			75,000.00
01 21 00	Playground Equipment Allowance		1 LS			25,000.00				25,000.00
01 21 00	Unforeseen Soil Condition Allowance		1 LS			50,000.00				50,000.00
02 00 00	Existing Conditions									
02 41 13	Selective Site Demolition		1 LS			159,640.00	Coastal Demo			159,640.00
03 00 00	Concrete									
03 00 00	Concrete Foundations		1 LS			662,000.00	DJS Contracting			662,000.00
04 00 00	Masonry									
04 20 00	Unit Masonry		1 LS			33,250.00	DJS Contracting			33,250.00
05 00 00	Metals									
05 50 00	Metal Fabrications		1 LS			172,604.00	Enviroplex			172,604.00
05 51 00	Metal Trash Enclosure Gates		1 LS			13,780.00	Duncan Welding			13,780.00
10 00 00	Specialties									
10 14 00	Signage		1 LS			29,200.00	Division 10 Signage			29,200.00
11 00 00	Equipment									
11 68 13	Playground Equipment		1 LS			93,788.00	Great Wester Park & Playgrounds			118,788.00
26 00 00	Electrical									
26 00 00	Electrical		1 LS			524,605.00	Smith Electrical			524,605.00
27 00 00	Communications									
27 00 00	Communications		1 LS				Smith Electrical			0.00
28 00 00	Electronic Safety and Security									
28 31 00	Fire Detection and Alarm		1 LS				Smith Electrical			0.00
31 00 00	Earthwork									
31 00 00	Earthwork		1 LS			456,900.00	Damar Construction			456,900.00
31 23 16.13	Trenching		1 LS			97,735.00	Edwards Construction Group			97,735.00
32 00 00	Exterior Improvements									
32 12 16	Asphalt Paving		1 LS			82,000.00	Apodaca Paving			82,000.00
32 13 13	Site Concrete		1 LS			192,500.00	DJS Contracting			192,500.00
32 17 23	Pavement Markings & Site Signage		1 LS			5,525.00	Apodaca Paving			5,525.00
32 30 00	Site Furnishings		1 LS							0.00
32 31 13	Chain Link Fences and Gates		1 LS			72,078.00	Big Wakoo			72,078.00
32 90 00	Landscaping		1 LS			81,600.00	Elite Landscape			81,600.00
33 00 00	Utilities									
33 00 00	Utilities		1 LS			295,000.00	Suttle Plumbing			295,000.00

Total Bid Direct Cost		3,921,156.00
Insurance	1.75%	68,620.00
Fee	6%	235,269.00
Bond Subtotal		4,225,045.00
P&P Bonds	0.83%	35,369.67
Total Bid		4,260,414.67

Demolition

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Demolition	Coastal Demo, Inc.	Submitted	$159,640.00	Apparent Low Bidder
Demolition	Integrated Demolition & Remediation (no PLA)	Submitted	$198,000.00	
Demolition	Standard Demolition	Submitted	$178,805.00	
Demolition	Toro Enterprises	Submitted	$57,600.00	Site Demolition Only, Does not include Building Demo

coastaldemoinc.

Concrete Cutting · Demolition · Rolloff Service

P.O. Box 729 Pismo Beach, CA 93448 // LIC. NO. 972447 PHONE: 805-473-9451 // FAX: 805-489-1098

PROPOSAL

DATE: 9-30-24

CONTACT: Brad

CUSTOMER: Edwards Construction Group

JOB ADDRESS: Marina West ES – 2501 Carob St. **CITY:** Oxnard

PHONE: 805-614-9909 **EMAIL:**

DESCRIPTION OF WORK

Demolish and haul offsite per plans dated 9/6/24 to include:

- Plan Sheet AA1.02. Demolition Key Notes 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, and 18.

***** In addition to the (9) standard exclusions below, Coastal Demo Inc. excludes the removal of any asphalt that contains petromat.**

***** DIR #1000010412**

Price based on:

1. (1) move on.
2. Regular work hours.
3. Prevailing Wages.

Customer to provide:

1. Layout prior to Coastal Demo arrival.

coastaldemoinc.

Concrete Cutting · Demolition · Rolloff Service

P.O. Box 729 Pismo Beach, CA 93448 // LIC. NO. 972447 PHONE: 805-473-9451 // FAX: 805-489-1098

2. Water and power onsite.

TOTAL: $159,640.00

QUOTE SUBMITTED BY: Ryan Gallagher 805-607-6068

Coastal Demo excludes all items listed below unless otherwise noted on contract.

1. **Permits**
2. **Layout**
3. **Shoring or Bracing**
4. **Traffic or Pedestrian Control.**
5. **Protective covers or barriers.**
6. **Capping or Disconnecting of existing utilities.**
7. **De-watering.**
8. **Identification or Removal of Hazardous Waste.**
9. **Damage to pipes, conduits, or post tension cables.**

Our liability and responsibility shall be limited strictly and solely to acts of omission of our direct employees, anything in any purchase order or contract not withstanding. We are not responsible for delays due to equipment malfunctions, weather or other causes beyond or control.

Customer Approval: I have read the contract terms and agree to the terms and conditions.

SIGNATURE: _____ **DATE:** _____

STANDARD DEMOLITION

DEMOLITION CONTACTORS

Brad
Edwards Construction Group
805-614-9909
be@edwardscongroup.com

9-30-2024
Marina West School, Oxnard

Standard Demolition proposes to:

Demolish and remove items shown for removal on Sheet AA1.02 of plans dated 9/6/24.

Includes sawcutting, processing, trucking, and disposal
One mobilization
Prevailing wages
On site water source by others

Does not Include:
Excavation or grading unless noted
Layout for saw cuts
Hazardous materials detection or removal
Backfill or compaction
Salvage for the benefit of others
Permits
SWPPP or BMPs
Barricades, temp fences, or protective covers
Capping or disconnecting utilities or storm drains

Bid Amount.....$178,805

Nort Colborn
Email nort@standard1.com
Cell 805-207-6140

CA DIR 1000047290

INTEGRATED DEMOLITION AND REMEDIATION INC.
Single Source Turnkey Contractor for all Demolition and Remediation Services

CSLB LICENSE #1003504
DIR # 1000023608

Date: October 07, 2024

via Email:
jg@edwardscongroup.com

Jessica Gregory
Edwards Construction Group

Proposal #IDR2024-0253

Project Name: Marina West Oxnard: Site Demolition

Integrated Demolition and Remediation ("IDR") respectfully submits the following scope and pricing on the above referenced project for your consideration.

Scope of work includes Scope as listed on Demolition Plans & Specs	
Site Demolition *Site Demolition at 2501 Carob St, Oxnard.* *- Demo (E) 1 Story Modular Building (8 ea) (upto 975 sf) & Ramp* *- Demo (E) 1 Story Modular Building (upto 1025 sf) & Ramp* *- Demo (E) 1 Story Modular Building (upto 1700 sf) & Ramp* *- Demo (E) 1 Story Modular Building (upto 1550 sf) & Ramp* *- Demo (E) Landscape (upto 3750 sf)* *- Demo (E) Portion of Deck Assembly (upto 1090 sf)* *- Demo (E) Portion of Concrete Trike Path* *- Demo (E) Chainlink Fence & Gate (upto 1060 sf)* *- Demo (E) Asphalt Paving (upto 9022 sf)* *- Demo (E) Concrete Pad & Swale (upto 333 sf)* *- Demo (E) Concrete Ramp & Walkway (upto 805 sf)* *- Demo (E) Trash Enclosure & Transformer* *- Saw Cut (E) Concrete & Asphalt*	**$ 198,800.00**

Contract Documents, Plans and Specifications:

- AA1.02: Enlarged Demo Site Plan

Contract Conditions and Assumptions: This proposal or listed clarifications, conditions and exclusions in this proposal will be included as part of any mutually agreed upon contract

- The proposal is based on One mobilization; additional mobilization will be billed at $ 5,500.00/mob
- This proposal excludes Shoring / Bracing / Temporary Protection
- All utility safe-offs by others
- Striping Removal is excluded from this proposal
- The proposal is based on prevailing wages
- **Hazardous Abatement is excluded from this proposal; Owner to provide a copy of**

the survey prior to starting of demolition

- This proposal does not include any layouts. All layouts to be done by GC
- Site security and site fencing will be provided by the GC/owner
- No overtime included in this proposal
- Cap-off and rerouting of utilities are to be done prior to IDR mobilization
- Import /Export of soil / dirt is excluded from this proposal
- Owner/GC to provide local building/demolition permits
- Base under the Asphalt and Concrete is excluded
- Foundations no more than 2' thick by 2' wide and no deeper than 5'
- Underground utility removal is excluded from this proposal
- All repairs and patch back as a result of demolition are not included
- This proposal excludes PLA/PSA/CWA/Union Agreements
- This proposal excludes Earthwork, Grading, Excavation, Hydro seeding, Erosion Control, and SWPPP
- All items to be relocated & salvaged from the site shall be removed prior to IDR mobilization by others

Exclusions
Bond, site security, weather protection, liquidated damages, unforeseen conditions, salvage for others, shoring, relocation, bracing, engineering, staking, layout, lagging, underpinning, dewatering, pedestrian barricades, protective covers, off-site work, standby time due to owner/contractor delays, handling asphalt with Petromat fabric or concrete plastic below asphalt, utility rerouting or reconnection, permits, termination of utility accounts; specialty insurance items not listed in this proposal.

THIS PROPOSAL IS VALID FOR THIRTY (30) DAYS.

Upon commencement of work, this proposal shall become a binding contract between both parties unless or until superseded by a formal, mutually agreed upon contract, at which time this proposal shall become a part of the new contract document.

Please feel free to contact me with any comments or questions on my cell phone 714-483-1534 or email at chet@idrdemo.com.

Regards,

Chet Gala
Estimator

Concrete Foundations

Bid Form	Bidders	Bid Status	Bid Amount	Notes
033100 CONCRETE WORK(Foundations)	American Construction Group, Inc	Submitted	$742,577.00	
033100 CONCRETE WORK(Foundations)	Barcelo Concrete	Did Not Submitt	$0.00	
033100 CONCRETE WORK(Foundations)	DJS Contracting	Submitted	$662,000.00	
033100 CONCRETE WORK(Foundations)	DLR Associates	Submitted	$648,300.00	Apparent Low Bidder
033100 CONCRETE WORK(Foundations)	Falcone General Engineering Inc.	Will Not Bid	$0.00	
033100 CONCRETE WORK(Foundations)	Grant Construction	Will Not Bid	$0.00	
033100 CONCRETE WORK(Foundations)	GT Commercial Concrete, Inc.	Did Not Submitt	$0.00	
033100 CONCRETE WORK(Foundations)	JNE Concrete Inc.	Submitted	$981,118.00	Includes Site Concrete
033100 CONCRETE WORK(Foundations)	JV Concrete	Did Not Submitt	$0.00	
033100 CONCRETE WORK(Foundations)	Lazcano Masonry & Concrete	Did Not Submitt	$0.00	
033100 CONCRETE WORK(Foundations)	Penhall Company	Did Not Submitt	$0.00	
033100 CONCRETE WORK(Foundations)	Peter Lapidus Const. Inc.	Did Not Submitt	$0.00	
033100 CONCRETE WORK(Foundations)	RCCI DBA Ramirez Company	Did Not Submitt	$0.00	
033100 CONCRETE WORK(Foundations)	R&E Concrete, Inc. (Famco)	Will Not Bid	$0.00	
033100 CONCRETE WORK(Foundations)	Santa Clarita Concrete	Will Bid	$1,077,850.00	Includes Site Concrete
033100 CONCRETE WORK(Foundations)	Toro Enterprises (No SD Work)	Did Not Submitt	$0.00	
033100 CONCRETE WORK(Foundations)	V & G Builders, Inc.	Did Not Submitt	$0.00	

GENERAL CONTRACTING, INC
COMMERCIAL CONCRETE SPECIALISTS

4615 Industrial Street Suite # 1G
Simi Valley CA 93063
Phone # 805 584-2714 Fax # 805 584-2023
C/L # 776402
DIR#1000012744

Edwards 10/2/24

Reference: Marina West ES – New Modular Classrooms
Location: 2501 Carob Street, Oxnard CA

Proposal for: 03300 Concrete

We herewith propose to provide labor, material, and equipment to perform the required concrete work on this project. Work to be performed in accordance with plans and specifications by Flewelling and Moody. Plan set: C1.01, C1.02, C2.01, C2.02, C3.01, C3.02, C5.01 dated 6/17/24, A1.01, A1.02, A1.03, A1.04, A1.05, Manufacturer Drawings – 59 Sheets dated 4/5/24. No addendums noted.

This proposal is based on the following conditions:

1. **The bid item pricing is based on the project in its entirety** and is not intended to be used as stand alone pricing. If DJS Contracting is required to perform some of the bid items below but not all, there may a cost increase to those bid items.

2. This proposal is based on work performed during regular working hours. Regular working hours are defined as Monday through Friday, excluding Holidays, and 8 hours per day. Non-regular working hours, including weekends and overtime, are not included in this proposal. If DJS Contracting is required to expedite the job to meet accelerated job schedules, DJS Contracting will require compensation for the additional cost.

3. We have the right to mutually agree to the construction schedule.

4. This proposal is valid for the duration of (30) days and is based on our current price of materials, labor and equipment. Any contract issues as a result of this proposal shall contain a "Fair And Equitable Escalation Clause."

Proposal

Modular Building Cast-in-place Concrete:	$662,000.00
Site Work Concrete:	$175,000.00
Trash Enclosure Concrete:	$22,500.00
Trash Enclosure CMU:	$10,750.00

Inclusions

1. Cost and fees for AB219 Legislation.
2. Skilled and trained workforce.

3. DJS to receive new building pads at Slurry slab subgrade ready for foundation excavation. Pad at exterior foundation to be laid back for stem wall formwork (Earthwork by others).
4. Excavation of new building foundations.
5. Supply and installation of concrete reinforcing steel as required.
6. Form work as required for new concrete work.
7. Form work installation for new stem walls and pilasters.
8. Templates as required for reinforcing steel.
9. Installation of embeds in concrete (supplied by others).
10. Place and finish building pad foundations for (5) 72'x40' modulars with pedestals and poured in place stem walls.
11. Place and finish concrete for new 3" sand slurry gopher slab.
12. Concrete work for crawl space access vent well.
13. Installation of 4,092 standard grey concrete paving per detail B on C5.01.
14. Installation of 24 lft of curb at play surface per detail 6 on A1.04.
15. Installation of 38 lft of 6" curb per note 8 on C3.01 and detail F on C5.01.
16. Installation of 182 lft 6"x2' tall max retaining curb per note 10 on C3.01 and detail 5 on A1.04.
17. Installation of 168 lft concrete gutter per note 9 on C1.03.
18. Installation of 15 lft concrete flume per note 12 on C1.03.
19. Installation of (1) 6'x4' truncated dome per note 13 on C1.03.
20. Installation of 142 sqft vehicular grey concrete per note 14 on C1.03.
21. Installation of 88 lft of 6" round curb per detail 3 on L1.02.
22. Installation of 230 lft 6" mow strip per detail 1 on L1.02.
23. Installation of 134 lft curb at place surface per detail 3 on L1.02.
24. Installation of trash enclosure slab with foundations per detail 5 on A1.05.
25. Installation of grey medium weight CMU trash enclosure walls per detail 5 on A1.05.
26. Installation of control and expansion joints as required in new concrete.
27. Curing of new concrete as required.
28. Concrete pump placement as required for or scope of work.
29. Supply and removal of concrete washout boxes as required for our scope of work.
30. Stockpile of earth spoils onsite (no more than 100' from excavation site).

Exclusions

1. Supply and installation/setting of poly vents.
2. Supply and installation of vapor barrier (plans do not call for it).
3. Note 4 on S2.1, embed plates to be supplied and installed by modular manufacturer.
4. Mow curb around new modular buildings.
5. Play structure foundations.
6. Demolition and sawcut of existing structures.
7. Sub grade preparation and compaction (Sub grade to be left within +0 to -1/10 by others, if found to be unsuitable a change order will be issued).
8. Compaction of bottom of new foundation and earth sub grade preparation.
9. Mass excavation, over excavation/re-compaction, excavation into rock if required, and backfill.
10. Haul off and or export of our earth spoils from site.
11. Installation of signs, gate foundation, light pole foundations, bollards, and fence post foundations.
12. All site concrete work not in inclusions, including: concrete under play surfaces, catch basins, precast wheel stops, drainage structures, storm drains, and play equipment foundations.
13. Dewatering of excavations from surface water, rain water, ground water or seepage.
14. Storm water control pollution control.
15. Joint sealants (supply and installation).

16. Sealed concrete, epoxy coatings (Non slip Texture), polished concrete, and finishes other than concrete.
17. Sealed concrete finishes other than a cure/sealer application that can be applied directly after concrete placement.
18. Colored concrete.
19. Concrete hardeners or fibers in concrete mix design.
20. Water proofing.
21. Supply and furnishing of embeds, anchor bolts, and sleeves in cast-in-place concrete work.
22. Fees for bond and cost of bond if required.
23. Building and Site Engineered Survey.
24. Construction fencing.
25. Traffic control, flag men, and pedestrian control.
26. Lane closures, permits and fees, (if required).
27. Access (access to our work if needed provide by others).
28. Water and power as required for completing our scope of work.
29. Precast concrete, GRFC concrete, supply and installation (if required).
30. Locating and protection of existing underground utilities.
31. Concrete encasement of underground pipes and utilities.
32. Concrete work for other trades.

Sincerely,
DJS Team

DLR Associates DIR # PW-LR-1000924303 LIC # 1092044
1737 E Washington Blvd. Ste 2
Pasadena, CA 91104

DLR Associates
Concrete I Masonry

Estimate 34533

ADDRESS
EDWARDS CONSTRUCTION GROUP

DATE	TOTAL
10/18/2024	$648,300.00

SALES REP
RICARDO BARAJAS

ACTIVITY	DESCRIPTION	RATE	AMOUNT
Structural Concrete Contract	Marina West Oxnard LLB (PREVAILIN WAGE) BUILDINGS 1,1A,2,2A &3 STRUCTURAL CONCRETE LABOR AND MATERIAL SCOPE OF WORK $ 648,300.00 1) EXCAVATION OF FOOTINGS 2) PREP, FORM AND POUR CONCRETE FOOTINGS 3) SUPPLY AND INSTALL REBAR 4) PREP, FORM AND POUR CONCRETE VENT WALLS 5) INSTALL EMBED PLATES (SUPPLY BY OTHERS) 6) MANPOWER 7) EQUIPMENT 8) SITE SUPERVISION 9) INSTALL FOOTINGS FOR 1 TRASH ENCLOSURE *EXCLUSIONS- Unless otherwise noted, the following items are excluded from our scope of work: grading, backfill, compaction, waterproof, over excavation, re-compaction, or soils work of any type unless included, Any extra mobilization will be an extra fee, this proposal is active for 30 days, we are not responsible for location or relocation of any existing utilities, removal of spoils, caulking, supply of embeds, pavers	648,300.00	648,300.00T

Thank you for your business!

SUBTOTAL	648,300.00
TAX	0.00
TOTAL	$648,300.00

THANK YOU.

16164 Sierra Highway, Santa Clarita, California 91390 **License No. 381605**
Phone: (661) 252-2012 Fax (661) 298-4585

Marina West ES modulars 1,1A,2,2A,3 October 30, 2024

Our bond rate: 1%
Our Fed Tax ID: 95-3376896
DIR # 1000002536
Addendums 1-14 noted

$ 1,077,850

Our price includes all necessary labor, equipment, materials and supervision to complete the work shown on the structural, landscape and architectural plans as described below

Structural concrete as described below

1. Dig, form, set and pour all 3 building foundations concurrently, including access opening structures at each (5 total).
2. Weld plates installed at modular corners prior to pour (weld plates provided by others)
3. Deepened footings along Southern perimeter of building 2,2A due to lower exterior finished grade.
4. 3" rat slab poured at each building concurrently (1 move-on)

Site concrete

1. 4" PCC pedestrian and vehicular paving on 4" class II base
2. 4" Vehicular paving on 6" Class II base where shown on C3.01
3. PCC thickened edges at planter areas
4. Curb at parking areas
5. Pedestrian ramp with truncated domes
6. 24" ribbon gutter at East access area
7. Concrete flume structure
8. Concrete curb around play area perimeter per landscape drawings
9. Flush curb at turf area
10. Radius flush curbs for 4 tree wells per landscape drawings and details.
11. Footing for CMU trash area walls
12. Trash area curbs
13. Rebar for all items above

Exclusions for this project.

1. Excavation to bottom-of-rat-slab prior to footing construction. These sub-slab elevations are assumed to be provided by others, and to extend 2-3 feet beyond the building perimeters.
2. Backfill of the exterior building stem / footings
3. Any work required after July 1 labor increases (schedule not provided)
4. Multiple pours for building rat slabs or footings. All 3 buildings are assumed to be constructed concurrently
5. Sealing or coatings on slabs or flatwork.
6. Repair of existing concrete structures
7. Off site parking. Our work crews will be bringing tools and will need access to the jobsite.
8. Drain structures and catch basins.
9. Light standards or other lighting footings.
10. Survey.
11. Drypack
12. Patch-back for demo'd site paving for new utility trenches.
13. Footings for play equipment including ball walls, backstops, or play poles.

14. Water and Power to be supplied by others
15. All permits and inspection fees to be paid for by others.
16. Bid amount based on 40-hour workweek, Monday through Friday.
17. No obstructions.
18. Any cure, sealer or hardener on slabs other than that listed above.
19. Staining or polishing concrete.
20. Protection or clean-up of misc material.
21. Shop drawings (if required).
22. Any required excavation and recompaction of soils below footings or piers.
23. Costs for grades or grading in excess of $1/10^{th}$ ft.
24. Establishment of property lines, earth grades, benchmarks, control lines, and any required survey.
25. Dewatering of any kind.
26. Blockouts or installation of sleeves for other trades.
27. Fence, gate post, or misc. sign footings.
28. Supply, offload, storage, or inventory of miscellaneous metals.
29. Removal of excavation spoils from site. Spoils to be stockpiled in one or more locations onsite one time. Load, haul off, and disposal by others.
30. Welding.
31. Testing, inspections, and permits.
32. Rough concrete encasement for other trades including thrust blocks.
33. Dust control, street sweeping or cleaning.
34. Colored concrete other than that listed above.
35. Caulking, joint fillers or insulation material.
36. Sub drainage systems.
37. Protection of concrete surfaces after finishing.
38. Lane closure permits, traffic control, flagmen, or barricades.
39. Costs associated with rock, underground hazards, or wet or soft ground conditions or soil treatment or sterilization, including unsuitable soils in any excavation.
40. Responsibility to identify underground utilities before excavation or to move electrical wires that interfere with normal working procedures.
41. Demolition, drilling, doweling, or reworking of existing structures.
42. Temporary protection of our completed work.
43. Trash bins.
44. Furnishing of embedded items including anchor bolts, stair nosings, skate deterrents, etc.
45. O&P less than 15% on change orders – our overhead already exceeds 15%.
46. Grouting of metal door frames.

Should you have any questions, please don't hesitate to call.

Respectfully Submitted,

Eric Stroh

JNE
CONCRETE

QUOTE

960 W Grand Ave
Grover Beach, CA 93433
805 668 2059
Ed.jneconcrete@gmail.com
norm@jneconcrete.com
Joey@jneconcrete.com

INVOICE # 111
Date: 10/17/20024

To:
Edwards Construction Group
991 Bennett Ave
Arroyo Grande, CA 93420

Expiration Date: 11/17/2024

Job Name	Job Location		
Marina West Elementary School	2501 Carob St, Oxnard, CA 93035		

	Description	Line Price	
1	Site work	$98,654.82	
2	Foundations		
	Buildings 1&1A	$176,088.00	
	Buildings 2&2A	$176,088.00	
	Building 3	$89,056.00	
	Buildings 9&10	$176,088.00	
	Buildings 11&12	$176,088.00	
	Building 13	$89,056.00	
	See Attached Excell Sheet for a line item breakdown of pricing.		
		Total	$981,118.00

All footing spoils to remain on site(haul off of dirt generated in the process of digging footing to be hauled off site by others). Traffic control JNE concrete does not do traffic control (any traffic control needed to be supplied by others). On site physical hardware layout to be done by others(hardware includes, hold down, anchor bolts, red iron, red iron templates, all threads, hardie wall, strong walls, post brackets). JNE concrete WILL supply anchor bolts with nuts, hold downs, postbrackets, ALL other hardware to be supplied by others. JNE does NOT supply nuts for any bolts(except were listed above) ,washers, red iron or any hardware above the top of concrete line. Concrete washout to be provided by contractor for JNE it use. Trash dumpster water and electrical power to be provided by General contractor.

Thank you for your business!

Asphalt Paving

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Paving & Striping	ABC Resources, Inc.	Did Not Submitt	$0.00	
Paving & Striping	Apodaca Paving	Will Bid	$87,525.00	Apprant Low Bidder, Includes Paving and Striping
Paving & Striping	Finish Line Paving Inc.	Did Not Submitt	$0.00	
Paving & Striping	Golden State Sealing & Striping, Inc	Did Not Submitt	$0.00	
Paving & Striping	Interstate Striping & Signs Inc.	Submitted	$4,000.00	Striping Only
Paving & Striping	Landmark Grading & Paving, Inc. dba	Will Not Bid	$0.00	
Paving & Striping	PCI Striping & Sealcoat	Will Not Bid	$0.00	
Paving & Striping	Toste Grading & Paving	Will Not Bid	$0.00	

"We are proud of our work."

Post Office Box 1
Grover Beach, California 93483
Phone (805) 489-1794 Fax (805) 489-9407
License No. 415318 DIR #1000003961
DVBE and MB CERTIFIED #1331580

PROPOSAL and CONTRACT

Date: October 02 , 2024

TO: Edwards Construction Group

Telephone: 805-335-1161 Fax:

JOB ADDRESS: **Marina West Elementary**

DESCRIPTION: -

- **Take over subgrade grade @ 10th+/-**
- **Pave 3" hot mix asphalt @ 7,900 SF**
- **Patch Back around playground @ 283 SF**
- **Patch Back for trenching @ 900 SF**

GRADING: Yes

SQ.FT.: See above description

BASE MATERIAL: Yes

HEADERS:

A.C. PAVEMENT: 3"

SEAL: TACK: Included

Permits, testing, engineering (if any) are the owner's responsibility.

MISC.: **Add $5,525 for Striping and Signage Per Site**

All of the above work to be completed in a substantial and workmanlike manner for the sum of:

One Hundred Fifty-Eight Thousand Dollars $ 82,000

Price is good for thirty days from the above date. Contract to be paid upon completion, unless otherwise stated.

Interest on unpaid amounts over 30 days may be charged at 1.5% per month. Any alterations or deviations from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in the contract. Price on material is subject to change. Not responsible for any "bird baths" or puddles due to grade less than 2%. All agreements must be made in writing. If any legal action is necessary to enforce this agreement, reasonable attorney's fees may be collected by the prevailing party.

NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

CONTRACTORS' STATE LICENSE BOARD
1020 N Street, Sacramento, California 95814

Respectfully submitted,

By _____,
Estimator
Post Office Box 1
Grover Beach, California 93483
(805) 489-1794

NOTICE: UNDER THE MECHANICS' LIEN LAW (CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 1181 ET SEQ.,) ANY CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY BUT IS NOT PAID FOR HIS WORK OR SUPPLIES , HAS A RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY. THIS MEANS THAT, AFTER A COURT HEARING, YOUR PROPERTY COULD BE SOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE USED TO SATISFY THE INDEBTEDNESS. THIS CAN HAPPEN EVEN IF YOU HAVE PAID YOUR OWN CONTRACTOR IN FULL, IF THE SUBCONTRACTOR, LABORER OR SUPPLIER REMAINS UNPAID.

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which _____ agree to pay the amount mentioned in said proposal and according to the terms thereof.

Date _____ Accepted: _____

Please Sign and Return One Copy

ESTIMATE

Quote #	Date
1024-29	10/25/2024

Interstate Striping & Signs, Inc.
1200 Lawrence Drive, Suite 340
Newbury Park, CA 91320
Phone: (805) 208-5925
UNION LOCAL 1184 - CA LIC. #838618, C-32
DIR# 1000007945

Plans: Yes
Specs: Yes
Addenda: No
Rep: Trevor
Trevor@InterstateStripe.com

PROJECT:	Marina West Elem. School - Parking Lot & Playground Striping	LOCATION:		Oxnard, CA	
ITEM No.	DESCRIPTION	QTY	U/M	UNIT COST	TOTAL
	Remove Existing Striping By Grinding Method	1	LS	$900.00	$900.00
	Stripe New Parking Stalls Per Plan	1	LS	$1,500.00	$1,500.00
	Stripe Playground Per Plan	1	LS	$1,300.00	$1,300.00
	Install ADA Parking Stall Signage (Wall Mounted)	2	EA	$100.00	$200.00
	Install "Tow-Away" Entrance Sign (Fence Mounted)	1	EA	$100.00	$100.00
	ADD ALTERNATES:				
	Sign Post - 2" Square Perforated Telespar Post - $275/ea				
	6' Concrete Wheel Stop (Pinned) - $90/ea				
	Re-Stripe All Existing Parking Stalls In Parking Lot #1 - $750				
	EXCLUSIONS:				
	Surface repair / Pavement sealing after removals				
	Temporary striping, pavement markings & markers				
	Posting of temporary "No Parking" signs				
	Construction area signage				
	Porcelain steel sign panels - Includes aluminum panels only				
	Painting and/or powder coating sign posts				
	Traffic control				
	Escorts as needed for our work				
	Wet sandblasting / High-pressure water blasting				
	Surface preparation prior to striping / Removal of curing compound				
	Curb painting / Markings				
	Retroreflective media applied to paint				
	Fog seal / Slurry seal				
	Layout for other trades				
	Job specific classes, training, fingerprinting, security clearance, etc.				
	Engineering, Design, Shop Drawings, Etc.				
	CLARIFICATIONS:				
	Includes 1 move-in. If additional move-ins are needed, add $1,500/ea				
	Downtime caused by anything beyond the control of ISS - $150/man hr				
	All items must be included in any future contract / work order				
	Pricing based on standard fast-dry waterborne traffic paint.				
	Includes installing second coat immediately after first coat is tack-free				
	Includes layout on the same day as striping installation.				
	All water pollution control measures by others				
	Continued on page 2...				

Accepted By: Date: **TOTAL** **$4,000.00**

This quote is valid for 30 days only. All terms and conditions above shall be incorporated into any future subcontract.

ESTIMATE

Quote #	Date
1024-29	10/25/2024

Interstate Striping & Signs, Inc.
1200 Lawrence Drive, Suite 340
Newbury Park, CA 91320
Phone: (805) 208-5925
UNION LOCAL 1184 - CA LIC. #838618, C-32
DIR# 1000007945

Plans: Yes
Specs: Yes
Addenda: No
Rep: Trevor
Trevor@InterstateStripe.com

PROJECT:	Marina West Elem. School - Parking Lot & Playground Striping		LOCATION:	Oxnard, CA		
ITEM No.	DESCRIPTION		QTY	U/M	UNIT COST	TOTAL
	General Liability Insurance Coverage provided as follows:					
	Commercial GL (EA Occurrence)	$1,000,000				
	Damage to Rented Premises (EA Occ.)	$100,000				
	Med Exp. (Any 1 person)	$5,000				
	Personal & Adv Injury	$1,000,000				
	Products - Comp/GL Aggregate	$2,000,000				
	Auto - per accident	$1,000,000				
	Excess Liability - Each Occurrence/Agg.	$5,000,000				
	Workers Comp & Employers' Liab.	$1,000,000				
	Contractors Pollution - Each pollution/Agg.	$2,000,000				
	General Aggregate Limit applies per project					
	If higher limits are required, additional costs will be charged.					

Accepted By: Date: **TOTAL** **$4,000.00**

This quote is valid for 30 days only. All terms and conditions above shall be incorporated into any future subcontract.

Embeds, Poly Vents, Access Grating

enviroplex

Oxnard School District - Marina West
Embeds Polys Access Grates

Pricing subject to final design and finishes

2022 CBC

P-back Item #		Description	Unit	Qty	Piggyback Price	Total
2214		Weld Plates	EA	14	$ 870.38	$ 12,185.25
2301		2x4 access vent well with retained metal grate (ADA)	EA	1	$ 5,926.11	$ 5,926.11
2302		4' polyvent	EA	6	$ 1,701.00	$ 10,206.00
					Sub-Total	$ 28,317.36

		PROJECT CLOSE OUT ITEMS				
1		Labor to close out site	hour		$ 110.00	$ -
2		On-Site Labor (plumbing close-out)	hour		$ 268.00	$ -
3		Crane	hour		$ 750.00	$ -
4		Delivery	floor		$ 12,250.00	$ -
5		Installation	floor		$ 7,550.00	$ -
6		Bond				$ 297.33
7		Estimated Tax		1		$ 906.16
					Total	$ 29,520.85
					Grand Total Typical of 5	$ 147,604.24

Notes:

1. Foundation design charges include Structural engineering, review and stamp for DSA approval.
2. Additional design & foundation costs may be incurred if the site specific soils condition or CGS review prompt footings that are outside of Enviroplex's standard foundation design
3. Pursuant to DSA guidelines as described on the 1-MR form regarding the "Delegation of Authority for Modular & Relocatable Buildings," site specific inspection fees will be necessary for the concrete foundation. A SE is required to personally inspect and observe construction site conditions and foundation progress. The scope and scale of this requirement will generally relate to a number of factors including, but not limited to, the experience of the foundation contractor, foundation design complexity, building square footage, geographic location and site & soils condition. The SE's charges are included with this Proposal.

Signage

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Signage	A Good Sign & Graphics Co	Did Not Submitt	$0.00	
Signage	AHR Signs Inc	Did Not Submitt	$0.00	
Signage	Ampersand Contract Signing Group	Did Not Submitt	$0.00	
Signage	asi Signage Innovations	Did Not Submitt	$0.00	
Signage	Baja Signs DBA Sign Pro	Did Not Submitt	$0.00	
Signage	Braille Signs, Inc.	Did Not Submitt	$0.00	
Signage	Clear Sign & Design	Did Not Submitt	$0.00	
Signage	Division Ten Signage	Submitted	$29,200.00	Apparent Low Bidder
Signage	NXT GEN Signs	Will Not Bid	$0.00	
Signage	Quiel School Signs (Electronic Signs)	Did Not Submitt	$0.00	
Signage	Signarama	Will Bid	$6,900.00	Site Signage Only, No Building and room Signage
Signage	Sign Creations	Did Not Submitt	$0.00	
Signage	Signs Of Success	Undecided	$0.00	
Signage	Signworks	Will Not Bid	$0.00	
Earthwork & Underground Utilities	Associated Utility Services	Did Not Submitt	$0.00	

DIVISION TEN SIGNAGE, INC.
FULL-SERVICE CUSTOM SIGN MANUFACTURER
EST 2001

2766 Via Orange Way, Suite G. Spring Valley, CA 91978
Phone: (619) 741-8267 | Fax: (619) 741-1469
www.DIVISION10SIGNAGE.com

BID

DATE: 10/02/24

Lic. #832623 | FEIN:11-3667452
DIR. REG. 1000008553
SLBE/ WBE/ MBE CERTIFIED #1082140

PROJECT: MARINA WEST ES (N) MOD. CLASSROOM BLDGS (5)

SPEC SECTION: **10 14 00** SIGNAGE

BID: **$29,200.00**

Per Plans/Spec: Y Tax: Y Installation: Y

CONTACT

Estimator: Veronica Thompson
Email: estimating@division10signage.com
Cel: (619) 778-5027

SIGNAGE SCOPE SPECIFIC TO SIGNS ATTACHED DIRECTLY TO PROJECT SCOPE BLDGS:

(5) MODULAR CLASSROOM BLDGS, PER SHEET A.1

QTY	TYPE	MATERIAL	SIZE	DESCRIPTION
15	TE: PER SPEC	1/8" ES PLASTIC	10" X 6"	ADA EXIT ID
30	RID: PER SPEC	1/8" ES PLASTIC	10" X 6"	ADA ROOM ID
10	ALS: 6/A1N	1/8" ES PLASTIC	15 ½" X 9"	ASSISTIVE LISTENING ID
10	OCC:	1/8" ES PLASTIC	15 ½" X 9" SIM	MAX OCC ID
15	5/A5	1/4" INTEGRAL COLOR ACRYLIC-3D	12" COMBO	T-24 RESTROOM DOOR ID
15	5/A5	1/8" ES PLASTIC	8" X 8"	ADA RESTROOM ID
30	A1N	THIN GAUGE METAL	3" X 2"	MODULAR BLDG TAGS @ EXT+INT MODS
15	5/A5	1/8" ES PLASTIC	6" X 6"	ISA ID

EXCLUDES	TEMPORARY CONSTRUCTION SIGNS
	PARKING, PARKING LOT, DIR P.O.T., FIRE LANE, DROP OFF, SITE STALL SIGN POSTS & PANELS ARE NOT INCLUDED
	SIGN PERMITS/BONDS
	SITE SIGNS, GATE SIGNS, FENCE SIGNS
	PLUMBING, MECHANICAL, ELECTRICAL, EYE WASH TAGS or ID's
	ILLUMINATED - SELF ILLUM. EXIT, PHTOTOLUM. OR LOW LEVEL EXIT SIGNS
	FIRE EXT's, FIRE EXT cabinets, FIRE ALARM ID SIGNS OR FIRE WALL BARRIER ID
	DEMO OF EXISTING SIGNS, WALL PATCH/PAINT
	Any other signs or work areas not SPECIFICALLY noted above
ADDENDA	**N/A**
TERMS	Bid is valid for (30) days - No bond included – **PREVAILING WAGE APPLIES**
ALTERNATES	**N/A**
NOTES	**BID IS QUANTIFIED**

Thank you for allowing us to bid your signage project.

Signarama
The way to grow your business.

1833 Portola Rd Unit F
Ventura, CA 93003
(805) 477-0243

The Way to Grow Your Business

ESTIMATE
EST-9297

Payment Terms: Customer

Created Date: 10/29/2024

DESCRIPTION: Marina West ES Oxnard

Bill To: Edwards Construction Group
991 Bennett Ave
Arroyo Grande, CA 93420
US

Pickup At: Signarama Ventura
1833 Portola Rd Unit F
Ventura, CA 93003
US

Requested By: Jessica Gregory
Email: jg@edwardscongroup.com
Cell Phone: (805) 249-9358

Salesperson: Scott Moilanen
Work Phone: 805-797-5611
Entered By: Scott Moilanen

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Towing Sign 18" w x 24" h x .080 aluminum sign panel with blue reflective background and white print and anti-graffiti laminate. Attached to existing fence with wire ties at 4 corners. Bottom of sign to be 60" above grade. Blue background with 1" tall white copy to read "UNAUTHORIZED VEHICLES PARKED IN DESIGNATED ACCESSIBLE PARKING SPACES NOT DISPLAYING DISTINGUISHING PLACARDS OR SPECIAL LICENSE PLATES ISSUED FOR PERSONS WITH DISABILITIES WILL BE TOWED AWAY AT THE OWNER'S EXPENSE. TOWED VEHICLES MAY BE RECLAIMED AT (TBD) OR BY TELEPHONING: (TBD)"	1	$199.00	$199.00
2	ADA Compliant Bathroom Door Sign: Custom Color Qty 5 Boys, Qty 5 Girls, Qty 5 Staff Unisex, ADA compliant Door Sign Raised Pictograph Size: 12" x 12" x .25" Color: Clear, Matte Acrylic back-painted	15	$151.20	$2,268.00
3	ADA Compliant Bathroom Wall Sign: Custom Color Qty 5 Boys, Qty 5 Girls, Qty 5 Staff Unisex, ADA compliant Bathroom Wall Sign with raised pictograph and Grade II Raster Braille. Size: 6" x 8" x .125" Color: Clear, Matte Acrylic back-painted. mount to wall with vandal resistant screws	15	$83.754	$1,256.31
4	Accessible Parking Sign, post and concrete 12" w x 18" h x .080 aluminum sign panel with blue reflectorized background and white "ISA symbol, MINIMUM FINE $250" print. 2" sq galvanized sign post (10' 6"). 12" round x 26" deep post hole with concrete. Vandal proof screws to suit with blue painted heads. Bottom of sign to be 6'8" above grade. 1 Additional 12" w x 3.25" h .080 aluminum sign panel with blue reflectorized background and white	2	$413.00	$826.00

	"VAN ACCESSIBLE" print.			
5	Set up Charge	1	$45.00	$45.00
6	Sign Installation Labor to install all signs	1	$1,769.00	$1,769.00
7	Administrative Fees Administrative and insurance fees	1	$200.00	$200.00
8	CSLB # 977408 DIR# PW-LR-1000874352 .	1	$0.00	$0.00

Regarding production of custom signs, this estimate is valid based on information from client about the project requirements. Changes by the client after proof and quote approval may result in a change to the price of the produced signs.

Subtotal:	$6,563.31
Taxes:	$337.07
Grand Total:	$6,900.38
Deposit Required:	$3,450.19

Regarding Installation and onsite services, this quote is for estimation purposes and is not a guarantee of cost for sign services for installation. The Estimate is based on current information from client about the project. for time required to complete the installation. Actual cost may change once project elements are finalized. Client agrees that sign service & repair will add on the cost of ballast, LED lights, lamps, sockets, wiring and other components to restore sign illumination as needed only. Client must request and approve complete replacement of lamps. Client may choose to pay for a site survey wherein we will inspect the sign illumination and will provide an itemized list of replacement components the sign needs.

Signature: _____ **Date:** _____

Metals

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Structural Steel & Metal Fab	B&R Fabrication	Will Not Bid	$0.00	
Structural Steel & Metal Fab	canos welding	Did Not Submitt	$0.00	
Structural Steel & Metal Fab	Delta Welding & Fabrication	Will Not Bid Did	$0.00	
Structural Steel & Metal Fab	Duncan Welding LLC	Submitted	$13,780.00	Handrails
Structural Steel & Metal Fab	J & D Steel Fabrication & Repair LP	Will Not Bid	$0.00	
Structural Steel & Metal Fab	Edwards Construction Group	Submitted	$172,000.00	Plugged, Based on what we have seen on previous projects
Structural Steel & Metal Fab	Red's Iron Specialties, Inc.	Did Not Submitt	$0.00	
Structural Steel & Metal Fab	swinks welding inc,	Did Not Submitt	$0.00	

ESTIMATE

Duncan Welding
Simi Valley, CA 93065
(805)823-3512
Lic # 1068885

Project: 2501 Carob St.
Oxnard, CA 93035

Edwards Construction Group
Be@edwardscongroup.com
jg@edwardscongroup.com

General Observation
The following option is for the above referenced address. Please be advised, all estimates as stated below are quoted by direct site evaluation. Any changes may incur additional cost. Estimate is valid for 10 Business days. DUE TO CURRENT MARKET CONDITIONS, MATERIAL COST MAY INCREASE WITHOUT NOTICE.

Option	Description	Quantity	Unit	Total
Option 1	Trash Enclosure Gates	1	EA	$13,780.00
		TOTAL CONTRACT		$13,780.00

Inclusions & Exclusions:

- Inclusive of a 10-year warranty on weldments.
- Others to paint trash enclosure gates.
- Includes red prime.
- Estimate based off reference drawing A1.05 #12, #8, #14, #16.

Thank you for taking the time to consider our bid proposal! Please do not hesitate to contact me if you have any questions or concerns.

Thank you,
David Duncan

Duncan Welding
(805)823-3512
Lic # 1068885

Project: 2501 Carob St.
Oxnard, CA 93035

OPTION 1: Trash Enclosure

1. Coordinate logistics (material ordering, scheduling, etc.)
2. Fabricate and install new trash enclosure gates (2). Reference detail A1.05 #8, A1.05 #12, A1.05 #14, A1.05 #16.
3. Clean up resulting debris.

Duncan Welding
(805)823-3512
Lic # 1058385

Playground Equipment

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Playstructure	Central Coast Playgrounds	Did Not Submitt	$0.00	
Playstructure	Great Western Park & Playground	Submitted	$93,788.09	Apparent Low Bidder, Basis of Design
Playstructure	Miracle Playground	Did Not Submitt	$0.00	

Proposal for

Great Western Bid

Prepared by

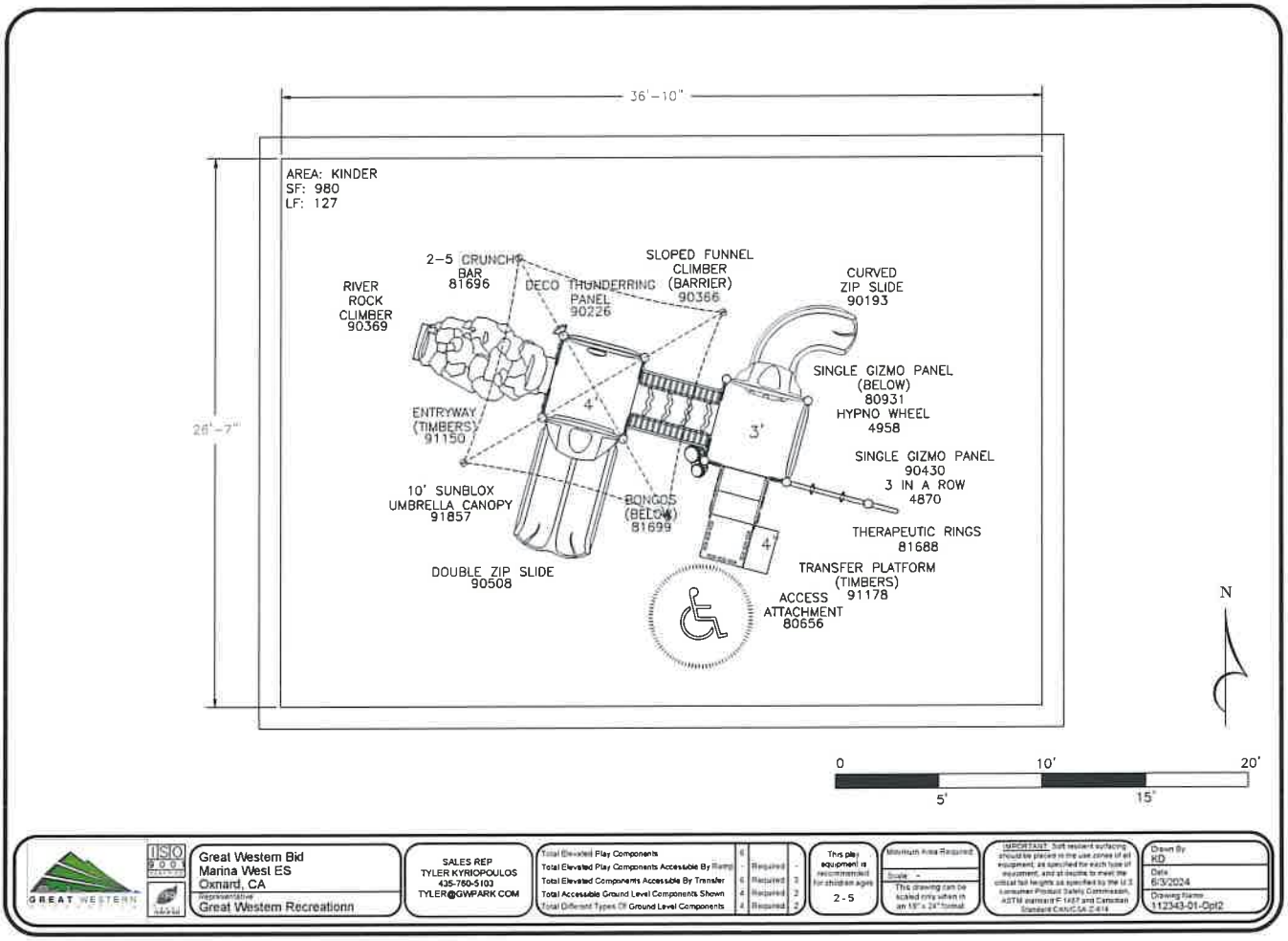
GREAT WESTERN RECREATION

09-24-2024
Job # 112343-01

Marina West Elementary School Kinder Option 2A

GameTime
A PLAYCORE Company

435-760-5103 | www.gwpark.com


36'-10"
26'-7"
AREA: KINDER
SF: 980
LF: 127
2-5 CRUNCH BAR 81696
DECO THUNDERRING PANEL 90226
SLOPED FUNNEL CLIMBER (BARRIER) 90366
CURVED ZIP SLIDE 90193
RIVER ROCK CLIMBER 90369
SINGLE GIZMO PANEL (BELOW) 80931
HYPNO WHEEL 4958
ENTRYWAY (TIMBERS) 91150
SINGLE GIZMO PANEL 90430 3 IN A ROW 4870
10' SUNBLOX UMBRELLA CANOPY 91857
BONGOS (BELOW) 81699
THERAPEUTIC RINGS 81688
DOUBLE ZIP SLIDE 90508
TRANSFER PLATFORM (TIMBERS) 91178
ACCESS ATTACHMENT 80656
4
3'
4
N
0
10'
20'
5'
15'
Great Western Bid
Marina West ES
Oxnard, CA
Representative
Great Western Recreationn
SALES REP
TYLER KYRIOPOULOS
435-760-5103
TYLER@GWPARK.COM
Total Elevated Play Components 6 Required -
Total Elevated Play Components Accessible By Ramp - Required -
Total Elevated Components Accessible By Transfer 6 Required 3
Total Accessible Ground Level Components Shown 4 Required 2
Total Different Types Of Ground Level Components 4 Required 2
This play equipment is recommended for children ages 2 - 5
Minimum Area Required:
Scale: -
This drawing can be scaled only when in an 18" x 24" format
IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and all decks to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA Z-614
Drawn By
KD
Date
6/3/2024
Drawing Name
112343-01-Opt2

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

09/24/2024
Quote #
112343-01-03

Marina West Elementary School Kinder Playground - Option 2A

Great Western Bid
Attn: All Bidders
Logan, UT 84321
United States

Ship to Zip 93035

Qty	Part #	Description	List $	Selling $	Ext. Selling $
1	RDU	GameTime - Custom Playground Ages 2-5- Reference Drawing 112343-01-Opt2	$39,974.00	$30,746.85	$30,746.85
999	PIP	GT-Impax - 999 SF of PIP- PIP 999 sf, 4' CFH Quote includes a 1.5" cushion layer and a 0.5" wear layer Includes a color mix of 50% Black and 50% Standard Color TBD No Design No TTA Aromatic Binder Prevailing Wages	$25.91	$25.91	$25,884.09
1	INSTALL	Install - Installation of Gametimes Hidden Meadows discrete unit per plans.- Includes intergrated shade and rebar cages for shade post footings. Does not include temporary fencing, unloading or receiving of play equipment, rebar cages except for the ones note and safety surfacing. Trash and spoils for play equipment installation is to be disposed of onsite. Prevailing Wages	$24,425.00	$24,425.00	$24,425.00
1	INSTALL	Install - Construction of Substrate 4" of compacted aggregate 999 SF.- Prevailing Wages	$5,619.00	$5,619.00	$5,619.00
				Sub Total	$86,674.94
				Freight	$4,269.07
				Tax	$2,844.08
				Total	**$93,788.09**

GREAT WESTERN RECREATION
Tyler Kyriopoulos
tyler@gwpark.com

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

09/24/2024
Quote #
112343-01-03

Marina West Elementary School Kinder Playground - Option 2A

Comments

Your Sales Rep is Tyler Kyriopoulos. Please reach out to Tyler at 435-760-5103 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

*****OPTIONAL-To include a Payment and Performance Bond, please add $1,435 plus tax if applicable.**

Shipping to site:
2501 Carob St
Oxnard, CA 93035

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Permitting not included, unless otherwise noted.

Customer is responsible for offloading.

Prevailing Wages

GREAT WESTERN RECREATION
Tyler Kyriopoulos
tyler@gwpark.com

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

09/24/2024
Quote #
112343-01-03

Marina West Elementary School Kinder Playground - Option 2A

Remit Payment to:
GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:
All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:
FOB Factory.

Orders:
All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over $100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:
Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.
Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:
Completed Project Information Sheet (if applicable)
Copies of Payment and Performance Bonds (if applicable)
A 1.5% per month finance charge will be imposed on all past due invoices.
Retainage not accepted.
Orders under $5,000 require payment with order.

GREAT WESTERN
RECREATION
Tyler Kyriopoulos
tyler@gwpark.com

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

09/24/2024
Quote #
112343-01-03

Marina West Elementary School Kinder Playground - Option 2A

ACCEPTANCE OF QUOTATION:

Billing and Shipping information will be as stated on quote unless indicated below.

☐ Change billing information to:

Address: _____

_____

Contact: _____

☐ Change shipping information to:

Address: _____

_____

Contact: _____

Colors: ☐ Per Renderings ☐ Palette _____

☐ Per Submittals _____

☐ Other Colors, please specify _____
_____
_____
_____

Purchase Amount: **$93,788.09**

Signature: _____ **Date:** _____

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

DIR# 1000015526 CSLB#855664

GREAT WESTERN RECREATION
Tyler Kyriopoulos
tyler@gwpark.com

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

09/24/2024
Quote #
112343-01-03

Marina West Elementary School Kinder Playground - Option 2A

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

GREAT WESTERN RECREATION
Tyler Kyriopoulos
tyler@gwpark.com

Electrical, Communications, Fire Alarm

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Electrical, Communications, & Fire Alarm	ASM Electric	Will Not Bid	$0.00	
Electrical, Communications, & Fire Alarm	Blum & Sons Electric, Inc.	Will Bid	$552,852.00	
Electrical, Communications, & Fire Alarm	Dynamo Electric Inc.	Will Not Bid	$0.00	
Electrical, Communications, & Fire Alarm	National Electrics Works, Inc.	Did Not Submitt	$0.00	
Electrical, Communications, & Fire Alarm	On Target Electric	Did Not Submitt	$0.00	
Electrical, Communications, & Fire Alarm	Scott and Sons Electric	Submitted	$527,000.00	
Electrical, Communications, & Fire Alarm	Smith Mechanical-Electrical-Plumbir	Submitted	$524,605.00	Apparent Low Bidder
Electrical, Communications, & Fire Alarm	Taft Electric Company	Did Not Submitt	$0.00	

Smith
MECHANICAL - ELECTRICAL -PLUMBING
LIC. NO. 420416
1340 W. BETTERAVIA RD. SANTA MARIA CA 93455
PHONE (805) 621-5000

October 28, 2024
Re: Marina West Oxnard EL Proposal REBID revised
Our proposal and scope are based on the following documents:
Electrical plans dated 2-20-2024
Electrical Scope of Work:
Procure and installation of the following

1) Panel JT, Transformer T, and 200 amp disconnects
    a. Bus tap existing switchgear
    b. Arc flash study
2) Conduit, Sleeves, Supports, Junction Boxes, 2x3 vaults, Conductors
3) Grounding
4) Assisted listening System
5) Fire Alarm System
    a. Devices, cabling, terminations, testing and programming
6) Intercommunication System
    a. Wall mounted cabinet, 48-port patch panels, supporting hardware and bonding
    b. CAT 6 and CAT 6A (Riser Rated Cable) per counts on drawings
    c. Fiber, fusion terminations, enclosures, bulkheads, splice trays.
    d. Patch Cords for Wireless Access Points
    e. J-Hooks where necessary for proper cable support.
    f. Install Owner Furnished Wireless Access Points
    g. Provide end to end testing/certification and labeling

Exclusions and Work Performed by Others:

1) All Permit, inspection, and utility fees.
2) Temporary Construction power and Lighting.
3) Any items not shown on electrical drawings
4) Plywood backboards
5) Misc. supplemental structural steel for pipe and equipment supports
6) Shop drawings
7) All saw cutting, patching, removal of asphalt/concrete, Restriping of finished surfaces.
8) Special inspections/testing/x-ray or any concrete X-ray/GPR Scanning.
9) Trench, backfill and gravel for pull boxes
10) Soils removal
11) Network switches, WAP's, clocks, bells, VOIP speaker system, Telephony and active equipment (owner provided)

Pricing: 2 options
Electrical base bid with OT 5-10's: **$543,410.00**
Electrical base without OT: **$524,605.00**

Pricing Terms and Conditions:
Smith MEP's pricing is valid for 30 days from the date of this letter. A one (1) year labor and material warranty is included commencing at substantial completion or owners beneficial use of these systems. Our bonding rate is 1.1 percent. The cost of the bond is **not** included. Sales tax is included in our quote. Our DIR #1000001389
We are confident that Smith MEP's performance will be a valued contribution to the success of this project, and we look forward to the opportunity to join your construction team. If you have any questions, please do not hesitate to give us a call.
Sincerely,
Smith MEP Lindsey Weber | Electrical Estimator

Scott And Sons Electric

1433 Arundell Ave. Ventura, CA 93003

PH (805) 642-8547 *** FAX (805) 642-8548

Bid Proposal - Revised

TO:	Edwards Construction	ATTN:	Jessica
SPEC. SEC. # :	260000 270000	TRADE:	Electrical
JOB NAME:	Marina West Elementary School		
JOB ADDRESS:	2501 Carob St. Oxnard 93035		
DATE SUBMITTED:	10/2/2024		
SUBMITTED BY:	Steve Ext. 17		
LICENSE NO:	700054		
DIR #	1000000877		
PHONE NO:	(805) 642-8547		
CELL	(805) 746-1990		

PLANS & SPECS	FOB JOBSITE	INSTALLED	TAX INCLUDED	ADDENDUMS
YES	YES	YES	YES	N/A

Total Bid: **$ 527,000**

INCLUDES:

All electrical, fire alarm, and communications work per the E sheets dated 2/20/24 and specs

Safe off of all electrical items to be demolished

EXCLUDES:

Permit, utility, & bond fees

General contractor temp power and lighting

Mechanical controls and control wiring

Patching, Painting, Firestopping

Access panels

All trenching with sand and native backfill for electrical conduits

Sawcut and patch of asphalt and concrete - approx. 900 Square feet

Restriping of parking lot after trenching

Cast in place concrete

Disposal of dirt and debris - approx. 60 cubic yards

Disposal of demolished materials

Demolition - Safe off only

PROPOSAL#18631R1

November 1, 2024

Edwards Construction Group		**Project Name:**	Marina West LLB – Oxnard
P.O. Box 350		**Address:**	2501 Carob St
Nipomo, CA 93444		**City State Zip:**	Oxnard, CA 93035
Jessica Gregory		**Estimate Ref.:**	E23562
(805) 614-9909		**Blum Contact:**	Josef W. Blum
jg@edwardscongroup.com		**Blum Email:**	jwblum@blumelectric.com

Thank you for the opportunity to bid the electrical construction of the above referenced project. For your consideration, please review the following pricing and related details:

Base Bid :	**Standard Scope and Specifications:**	**$274,054.91**
Additive Alternate A:	Excavation	$108,750.00
Additive Alternate B:	Structured cabling system	$68,739.58
Additive Alternate C:	Fire alarm system conduit/boxes/termination/wire	$46,308.25
Additive Alternate D:	Fire alarm system parts/smarts/programming/testing	$55,000.00
Total Bid including Alternates :		**$552,852.74**

Pricing is based on the following documents, hereafter referred to as reference documents:

- Electrical Sheets E0.1, E0.2, E0.3, E1.0, E1.1, E2.0, E3.0 dated 02.20.24 designed by JMPE.
- Addendums have not been noted.
- Prevailing Wage Rates have not been considered.

Pricing Options to Base Bid:

- Add Alternate A) Provide indicated trenching, backfill, and compaction per reference documents.
- Add Alternate B) Provide indicated structured cabling system per reference documents.
- Add Alternate C) Provide indicated fa system conduit/boxes/termination and wire per reference documents.
- Add Alternate D) Provide indicated fire alarm system parts, smarts, programming and testing per reference documents.

Project Scope Summary:

Contract Description: The work of this contract comprises the following:

Lighting and/or Lighting Controls

- n/a

Primary, Secondary, and/or Distribution Power

- Furnish and install indicated receptacles at locations per reference documents.
- Furnish and install indicated branch MC cable, conduit, and wire per reference documents.
- Furnish and install indicated switchgear per reference documents.
- Furnish and install indicated new breakers per reference documents.
- Furnish and install indicated disconnects per reference documents.
- Furnish and install indicated electrical safe off per reference documents.
- Furnish and install indicated new grounding per reference documents.
- Furnish and install indicated secondary conduit per reference documents.
- Furnish and install indicated single point electrical HVAC connection per reference documents.
- Furnish and install indicated precast concrete pull-boxes per reference documents.
- Terminate and test.

Low Voltage Systems

- Furnish and install indicated audio-video system conduit stubbed to accessible ceiling per reference documents.
- Furnish and install indicated structured media conduit stubbed to accessible ceiling per reference documents.

Accepted By: _____ Date _____ Authorized By: _____

Acceptance of herein contained pricing incorporates this proposal with any subsequent contract for same.

606 Linden Ave., Carpinteria, CA 93013 – DIR#1000003428 – Lic.#494283 (C-10) – Phone: 805.684.1010 - Fax: 805.684.2260

Project Scope Exclusions:

- Permits and related fees.
- Payment and performance bonding.
- Demolition.
- Materials & equipment stockpile, disposition, recycle, disposal and/or haul-off.
- Dumpsters and removal of jobsite related trash.
- Design, engineering, survey, and/or mockup.
- Premium time (any work after normal business hours or weekends).
- Title 24 testing.
- Arc fault/SSCS/insulation resistance testing, ground resistance testing.
- Roof penetrations / repairs / flashing / waterproofing.
- Temporary power, lighting, installation, support, and equipment.
- Coring and x-ray for cores.
- Primary utility feeds and equipment.
- Underground utility locating and dust control.
- HVAC equipment and equipment installation.
- HVAC control conduit, control wire, terminations, and/or connections.
- Existing conduit, wire, devices, and/or equipment designated for re-use.
- Conduit, wire, and devices for security, surveillance, and/or access control systems.
- Wire and devices for communication. (except as optioned)
- Any additional card reader conduit details not shown or stated.
- Required fire stopping/fire pads.
- Acceptance/megger testing.
- Required acoustical/sound dampening pads.
- Phased construction and/or multi-mobilized staging.
- Trenching, backfill, compaction. (except as optioned)
- Any rock removal larger than 12" diameter will be tracked on T&M.
- Any repair of unforeseen/unmarked additional underground utility conduits.
- In-ground water removal/control will be tracked on T&M.
- Shoring.
- Removal of spoils from jobsite.
- Boring.
- Saw cutting.
- Fire Marshal Design Build Adjustments of Fire Alarm Device Counts.
- Fire alarm system conduit, wire, boxes. (except as optioned)
- Fire alarm system installation. (except as optioned)
- AHJ to determine additional costs and requirements of the Fire Alarm System provided.
- Supply and installation of flow/tamper switches.
- VFD's and motor starters.
- Painting and surface finish matching of any kind.
- X-ray/Sonar of all underground and future slabs/walls.
- Barriers, street work, traffic control, and/or site conditions management.
- Plywood backboards, except as specified within the project scope.
- Formed and/or finished concrete pertaining to light and/or pole bases, equipment / housekeeping pads, encasement of above/below-ground conduits, and cable trench covers.
- Working with, or near, hazardous materials.
- Removal of trash and/or spoils from job site.
- Seismic Engineering and Structural Engineering.
- Seismic wire at lighting fixtures.
- Costs pertaining to CAD File copy, duplication, transmittal, and/or storage necessary for the proper execution

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of defined scope.

- Onsite-Offsite office, storage, lay-down area. Bid is provisioned based on sufficient space required for Blum equipment, on-site trailers, storage containers, and lay-down requirements being provided.

Note:

- Labor costs associated with this quote is valid for thirty days from date listed above.
- Material costs associated with this quote is valid for seven days from the date listed above.
- Normal work hours are Monday-Friday, 7:00am-4:00pm.
- Any impacted schedule beyond the sub-contracts defined project schedule will have associated costs.

Accepted By: _____ Date _____ Authorized By: _____

Acceptance of herein contained pricing incorporates this proposal with any subsequent contract for same.

606 Linden Ave., Carpinteria, CA 93013 – DIR#1000003428 – Lic.#494283 (C-10) – Phone: 805.684.1010 - Fax: 805.684.2260

January 1, 2024

Re: Equipment & Material delays due to current conditions

To Our Customers,

At Blum & Sons Electric, Inc, we are committed to pursuing the completion of our work in a safe, diligent, and reasonable manner during these challenging times. However, we must recognize that there is a strong likelihood we will encounter certain delays as, a result of this pandemic and subsequent "Supply Chain Issues".

As lockdowns have lifted, material demands have skyrocketed. Unfortunately, labor availability and global shortages of materials have combined further contributing to resultant extended lead times, low stock levels, delays in shipping, and cost increases.

Please consider this correspondence our formal notice of potential delay and price escalation in association with material and equipment purchases. Through no fault of our own, these material shortages and Supply Chain issues, are beyond our control, and have severely impacted our ability to supply critical materials. While the challenges brought on by the pandemic are not fully behind us, Blum & Sons Electric, Inc. remains completely committed to our customers' success. We understand that your success is our success, and we are passionate about placing our customers first, each and every day.

As always, the Blum & Sons Electric, Inc. Team appreciates your business.

Sincerely,

Josef W. Blum
CEO/CFO

606 Linden Avenue, Carpinteria, CA 93013 (805) 684-1010 Fax (805) 684-2260
Electrical Contracting License #494283 C-10

Accepted By: _____ Date _____ Authorized By: _____

Acceptance of herein contained pricing incorporates this proposal with any subsequent contract for same.

Earthwork

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Earthwork & Grading	American Construction Group, Inc	Submitted	$1,214,508.00	
Earthwork & Grading	Blois Construction, Inc.	Did Not Submitt	$0.00	
Earthwork & Grading	Bob's Backhoe & Trucking	Did Not Submitt	$0.00	
Earthwork & Grading	Butch Pope Engineering, Inc.	Did Not Submitt	$0.00	
Earthwork & Grading	Damar Construction	Submitted	$456,900.00	Apparent Low Bidder, Added 50k for additional rock and export
Earthwork & Grading	Howard Contracting, Inc. (no SD work	Did Not Submitt	$0.00	
Earthwork & Grading	JJ Fisher Construction Inc.	Did Not Submitt	$0.00	
Earthwork & Grading	JPR Land Development	Did Not Submitt	$0.00	
Earthwork & Grading	Landmark Grading & Paving, Inc. dba	Will Not Bid	$0.00	
Earthwork & Grading	Michael Bray Construction	Will Not Bid	$0.00	
Earthwork & Grading	PAPICH CONSTRUCTION INC	Did Not Submitt	$0.00	
Earthwork & Grading	Post Bros Construction Co.	Did Not Submitt	$0.00	
Earthwork & Grading	The KYA Group	Did Not Submitt	$0.00	
Earthwork & Grading	Toro Enterprises	Will Bid	$547,028.00	

General Engineering Contractor

DAMAR CONSTRUCTION INC.

License#: 722632(A)
DIR#: 1000004663

October 25, 2024

Edwards Construction Group

Attn: Robert Perks

RE: Marina West ES
Earthwork Budget Proposal

Robert:

Damar Construction, Inc, is pleased to submit the following proposal for the above referenced project. Our scope of work is as follows:

Scope of Work:

1. Proposal is good for 30 calendar days.
2. Three moves to complete our scope of work.
3. Demo items 1-4, 6-9, and 11-16 only. All utilities (including irrigation) are to be removed by others. It is assumed that the existing play surface is on base, and not concrete.
4. Excavate and export excess soil generated by our operations only.
5. Overexcavate existing site soil to a depth of 7' below the bottom of the footings.
6. Supply and install two (2) flat layers of NX650 geogrid, and one (1) flat layer of 140N filter fabric, along with eighteen (18) inches of ¾" crushed rock at the bottom of the overexcavation beneath the building pads. Recompact existing site soil to establish finished pads.
7. Grade pads to +/- 0.10'. We will grade the pad once. Concrete contractor will need to regrade the pad after footings have been installed and prior to the placement of the rat slab.
8. Excavate and compact site per grading plan.
9. Pricing expressly excluded export of top 12" of subgrade and replacement of the 12" with "very low expansion" material. Lime treatment or cement treatment are also excluded. It is assumed all onsite soils are suitable for reuse in engineered and general fills.
10. Return to backfill exterior perimeter of building stem walls and establish subgrade for paved areas.
11. Return to establish subgrade for flatwork areas and rough in land areas. Land areas to be left at +/- 0.30' for amendments and fine grading by the landscape contractor.
12. See "Standard Exclusions" and "Escalation of Costs".

Mobilization:	**$6,450.00**
Demolition:	**$143,100.00**
Rough Grade:	**$394,320.00**
Fine Grade:	**$56,130.00**
	Total= $600,000

If you should have any questions, please contact our office at (805) 654-8438.

Sincerely,
Damar Construction, Inc.

Jason Fiscalini
Estimator / Project Manager

24031-01

Enclosure

Standard Exclusions

1. Surveying, engineering, design, bonds, permits, or fees.
2. As-builts or mapping of existing improvements or utilities, or adjustment of utilities (pre or post construction).
3. Costs for project training, meetings, drug testing, or fingerprinting.
4. Sawcutting, double sawcutting, coring or detaching.
5. Asphalt demo if it contains petromat, or like materials.
6. Demo or removal of light standards, bollard footings, signpost footings, fence post footings, or other miscellaneous items not specifically called out in the scope.
7. Tree removals, stump removals, tree trimming, root picking, or hand grading at drip lines.
8. Clearing & grubbing includes surface organics only. We exclude any/all organic material beneath the surface.
9. Waste management plans.
10. Abatement, refrigerant recovery, or handling/disposing of any hazardous materials for demolition work.
11. Phasing of work unless it is specifically addressed in scope.
12. Soils testing or additional work required by environmental specifications.
13. Structural excavation or backfill or backfill of interior walls or footings.
14. Overexcavation for retaining walls, screen walls, or other site features not specifically called out in scope above.
15. Backfill of retaining walls, waterproofing, or drain pockets.
16. Dewatering, "mucking", drying of materials, or pumping of nuisance water or ground water.
17. Notching or grading for thickened edges, concrete bands, curbs, mow strips, stairs, slab depressions, swales, or v-ditches. Any additional notching or excavating will need to be cut/cleaned up by the concrete contractor.
18. Grading, leveling, or removal of spoils for scaffolding.
19. Excavation to top of footing for walls or structures. Excavation will be made to subgrade.
20. Backfilling of sidewalks, flatwork, curbs, planters, paving, or other improvements.
21. Fine grade of landscape areas, or screening of soils for landscape use. Furnishing or placing of topsoil or amendments.
22. SWPPP implementation, monitoring, maintenance, or removal, including gravel entries and rattle plates.
23. Slot cutting, shoring, lagging, bracing, or underpinning.
24. Handling or disposing of hazardous materials.
25. Handling, disposing, or exporting of spoils generated by other trades.
26. Potholing, locating, relocating, abandoning, disconnecting or removal of utilities, cesspools, wells, septic tanks, or other buried objects.
27. Protection, support, shoring, bracing, or encasing of any existing utilities.
28. Tree or vegetation protection or fencing.
29. Cost of construction water. Adequate, developed water to be provided on-site.
30. Traffic control, signs, flagging, barricades, safety fencing or sweeping.
31. Regrading after improvements have been started by others.
32. Weed abatement or re-clearing due to the passing of time.
33. Regrading due to weather events or damage by others.
34. Grading around risers. All risers to be cut below subgrade elevations prior to fine grade beginning.
35. Dust control when we are not actively working onsite.
36. Stabilization of subgrade or replacement of unsuitable soils. It is assumed that onsite soil can be reused unless otherwise stated in scope. Damar is not responsible for the organic content of soil.
37. Soil sterilization or termite control.
38. Pre-saturation of subgrade for concrete slabs or other improvements.
39. Rock breaking or rock excavation that cannot be completed productively with the onsite equipment.
40. Screening/disposal of oversized materials. Screening, picking, or disposal of trash or deleterious materials.
41. Construction of, grading for, or removal of crane access or fire truck roads/ramps.
42. Air pollution plan, notification, or control.
43. Excavation or grading for detention basins, bio-remediation basins, vegetated swales, v-ditches, anchor trenches.
44. Supply or installation of piping, gravel, fabric, mulch, or bio media.
45. Importing of soil or compaction of soil imported by others.
46. Repair of damage by others.
47. Additional insurance requirements.
48. Off-site demolition or grading. Off-site is defined as anything outside the property line, and or anything out in a public street, sidewalk, alley, etc.
49. Mobilization costs ***do not*** include added costs for re-routing due to long term highway closures or re-routing. Additional costs will apply as necessary.

Escalation of Costs:

Notwithstanding any other provision in this Contract to the contrary, should Subcontractor's costs for labor, materials, supplies or equipment to complete the Work Subcontractor is obligated to perform pursuant to this Contract increase as a result of a Force Majeure event, as defined herein, Subcontractor shall be entitled to recover the difference between the amount Contractor actually pays and the cost Contractor used when preparing its bid for the Project as evidenced by vendor bids, purchase orders, rental agreements or labor estimates. Subcontractor's ability to recover additional amounts for increased costs, as provided in this provision, shall not preclude Subcontractor from recovering other costs resulting from delays to the critical path of the Project. For purposes of this provision, a Force Majeure event shall include the following:

A. Severe weather that precludes work on the Project;
B. Earthquakes in excess of magnitude 5.5 with an epicenter within 25 miles from the project site;
C. Floods, tidal waves or wildfires;
D. Government order, regulation or statute stopping work at the project site;
E. Pandemics or Epidemics;
F. War;
G. Terrorist events as determined by the United States Government;
H. Riots or civil unrest that preclude work on the Project;
I. Software hacking or malware, including loss of access to the internet cloud;
J. Labor strikes;
K. Quotas, tariffs, rationing, hoarding, scarcity, or environmental concerns affecting the ability of Contractor to procure materials or equipment for the Project; and
L. Loss of access to materials from a single source where no substitute is available and early purchase of materials was not possible.

GENERAL ENGINEERING CONTRACTORS

Proposal and Contract

Toro Enterprises, Inc.
P.O. Box 6285
Oxnard, CA. 93031
P: 805-483-4515
F: 805-483-2001

10/31/2024

www.toroenterprises.com
License No. 710580 A
CA DIR #1000002410
Toro Enterprises, Inc. Is an
Equal Opportunity Employer

QUOTE MARINA WEST ES - GRADING #14810

TO EDWARDS CONSTRUCTION GROUP

Client #	Description	Quantity	U/M	Unit Price	Ext Price
BASE BID					
1	MOBILIZATION	1.000	EA	$11,100.00	$11,100.00
2	PROJECT MANAGEMENT / SUPERVISION / GPS GRADING MODEL	1.000	LS	$13,400.00	$13,400.00
3	EXCAVATION / OVER EX	7,985.000	CY	$ 8.60	$68,671.00
4	GEOGRID INSTALLATION PER SOILS REPORT	3,755.000	TN	$ 92.70	$348,088.50
5	FINISH BUILDING PADS TO +/- .10'	14,445.000	SF	$ 0.40	$5,778.00
6	ROUGH GRADE REMAINING SITE TO +/- .20'	20,035.000	SF	$ 0.75	$15,026.25
7	LOAD & HAUL EXPORT (10CY PER LOAD) PAY ITEM IS NOT LUMP SUM AND WILL BE PAID BY THE LOAD	96.000	LD	$ 373.00	$35,808.00
				BASE BID TOTAL	**$497,871.75**
ALTERNATES					
8	DEMOLITION OF EXISTING ASPHALT, CONCRETE FLATWORK	1.000	LS	$57,600.00	$57,600.00

	& VEGETATION (EXCLUDES STRUCTURAL DEMO / BUILDING RELOCATION)				
9	LIME TREAT FLATWORK SUBGRADE (12" DEPTH @ 3% LIME) QUALIFICATION ONLY	13,100.000	SF	$ 4.30	$56,330.00
10	RIP & DRY OVER OPTIMUM MATERIAL (DAILY RATE)	1.000	DY	$3,850.00	$3,850.00
				Grand Total:	**$615,651.75**

ESTIMATOR: MATT WHITE

Date:_____ **Accepted By:**_____

STANDARD CONDITIONS

1. THE ABOVE PRICES EXPIRE ON 6/1/2025
2. THE ABOVE PROPOSAL IS BASED ON CIVIL PLANS DATED 6-17-24 (ECG).
3. ALL PROPOSALS MUST BE SIGNED AND RETURNED WITHIN 30 DAYS OF BID IN ORDER TO SECURE MATERIAL PRICES AND AVAILABILITY.
4. THE ABOVE PRICE IS BASED ON 1 MOVE IN. COST FOR ADDITIONAL MOVES ARE $8,500.00 EACH
5. **THE EXPORT LINE ITEM IS NOT LUMP SUM AND WILL BE PAID BY THE LOAD SUPPORTED BY TRUCKING TICKETS.**
6. **THE GEOGRID LINE ITEM IS NOT LUMP SUM AND WILL BE PAID BY THE TON SUPPORTED BY WEIGHT TICKETS.**
7. GENERAL CONTRACTOR TO PROVIDED SANITATION UNIT AND CONSTRUCTION WATER.
8. PRICES ARE SUBJECT TO CHANGE IF THERE ARE ANY VARIATIONS TO THE ABOVE QUALIFIED STRUCTURAL SECTIONS AND FINISH.
9. PRICING IS FOR ONLY THE ITEMS OUTLINED ABOVE. IT SHOULD NOT BE INFERED THAT ANY OTHER ITEMS SHOWN ON THE PLANS IS INCLUDED IN OUR SCOPE OF WORK.
10. THIS PROPOSAL AND TERMS MUST BE ACCEPTED AS PART OF THE CONTRACT AND SO SPECIFIED IF A SPECIAL CONTRACT FORM IS USED.
11. FOUR WEEK ADVANCE NOTICE IS REQUIRED FOR SCHEDUELING.
12. IF ROCK OR ANY OTHER UNSUITABLE MATERIAL IS ENCOUNTERED IT WILL BE PAID ON A TIME AND MATERIAL BASIS.
13. REMOVAL OR HANDLING OF WET OR UNSUITABLE MATERIAL WILL BE PAID FOR ON A TIME AND MATERIAL BASIS.
14. TERMS OF PAYMENT: 95% 30 DAYS. 5% RETENTION WITHIN 30 DAYS OF COMPLETION.
15. THE ABOVE BID IS NOT DIVISIBLE. ALL ITEMS IN THIS QUOTATION MUST BE ACCEPTED FOR THE PRICES SET FORTH ABOVE TO BE EFFECTIVE.
16. ENGINEERING COMPACTION TEST, CONCRETE TESTING, & SUFFICIENT CONCRETE STAKING, INCLUDING A SET OF CURB AND GUTTER AND CROSSGUTTER STAKES TO BE PROVIDED BY OTHERS.
17. THE ABOVE QUANTITIES AND UNIT PRICES ARE SUBJECT TO CHANGE WHEN FINAL PLANS HAVE APPROVED AND SUBMITTED TO TORO ENTERPRISES, INC.
18. TORO ENTERPRISES, INC. IS NOT RESPONSIBLE FOR DAMAGE TO CONCRETE AND/OR UTILITIES CAUSED BY OTHERS.
19. TIME AND MATERIAL (RENTAL) IF REQUIRED TO BE PAID IN FULL MONTHLY, WITH NO RETENTION HELD.
20. IF QUANTITIES DECREASE MORE THAN 15%, UNIT PRICES ARE SUBJECT TO CHANGE.

STANDARD EXCLUSIONS

1. TRAFFIC CONTROL, TRAFFIC CONTROL PLAN, CONSTRUCTION SIGNS, POSTING.
2. ENGINEERING, TESTING, PERMITS, BONDS, SURVEY STAKING, SPECIAL INSURANCE.
3. **REMOVAL/REPLACEMENT/RELOCATION OF WATER METER BOXES/VALVES/UTILITIES**

4. IMPORT
5. **DEMOLITION OF EXISTING BUILDING AND/OR RELOCATION.**
6. REMOVAL OF EXISTING UTILITIES.
7. REMOVAL OR HANDLING OF HAZARDOUS, TOXIC AND LEAD MATERIALS IS EXCLUDED.
8. STORM WATER POLLUTION CONTROL PLAN OR IMPLEMENTION.
9. COMPACTION TESTING
10. LIQUIDATED DAMAGES
11. FINE GRADING FOR IMPROVEMENT WORK.
12. EROSION CONTROL
13. UNLESS SPECIFICALLY STATED ELSEWHERE, CLEANUP OF SPOILS CAUSED BY "OTHERS" IS EXCLUDED.
14. DEWATERING
15. LANDSCAPE RESTORATION
16. IRRIGATION RELOCATION
17. INSTALLATION AND/OR RELOCATION AND/OR HANDLING OF TEMPORARY AND/OR PERMANENT FENCING OF ANY KIND. IN CASE OF ANY FENCING WORK DIRECTED BY OWNER OR GC, SUCH WORK WILL BE CONSIDERED AS EXTRA WORK, AND TORO SHALL BE PAID FOR IT ON T&M BASIS.

Fuel & Lubricants Price Escalation:

Prices in Toro's bid for projects with high fuel & lubricants consumption (i.e. including but not limited to grading jobs) are based substantially on fuel & lubricants prices that were in effect on the date of Toro's final bid (**Base Price**). Due to extreme volatility in fuel & lubricants market, project Owner and/or General Contractor concur that by entering into Subcontract Agreement with Toro in this project, project Owner and/or General Contractor agree to reimburse Toro for fuel & lubricants price escalation that occurred during the life of this project as stipulated herein:

- The contractual base prices for fuel & lubricants are the prices that were in effect on the date of Toro's final bid (**Base Price**).
- Toro shall absorb the initial 10% percent increase in fuel & lubricants prices above the **Base Price**.
- Project Owner and/or General Contractor agree to reimburse Toro for fuel & lubricants price increase that exceeds the initial 10%.
- Reimbursement for fuel & lubricants price increase shall not include any markup for overhead and profit.
- The burden of proof to demonstrate fuel & lubricants price increase shall rest solely on Toro, and it shall consist of proving documented difference between fuel & lubricants prices on final bid date (**Base Price**) vs. prices at any given date during the life of the project, in which the price exceeds the **Base Price** plus 10%.
- Calculations of fuel & lubricants price increase shall be prepared and submitted by Toro to project Owner and/or General Contractor at the end of each month. Upon review and approval, project Owner and/or General Contractor shall issue an Add Change Order to reimburse Toro for the monthly increase in fuel & lubricants price.

Important Bid Note:

A. ***Prices in Toro's bid for this project are based in part on labor and materials cost that were in effect on the date of Toro's final bid. Due to dynamic market conditions, labor & materials cost are expected to rise during the life of this project. Therefore, by entering into Contract with Toro, project Owner and/or GC agree to pay Toro for price escalation in labor and/or materials, for escalation that occurs between Toro's final bid date and final completion of the project. In such cases, the burden of proof to demonstrate escalated cost of labor and/or materials rests solely on Toro, and it shall consist of proving documented difference between labor and/or materials prices on final bid date vs. prices at any given date during the life of the project. Payment to Toro for escalated prices of labor and/or materials shall be limited to actual proven cost increase, without any markup.***

B. ***In case that actual number of Mobilizations per specific discipline and/or phase exceed the number stipulated in Toro's Bid, then each additional mobilization for such discipline and/or phase shall be paid to Toro as an extra at unit price stipulated in the Bid. One continued operation per period in specific discipline and/or phase counts for one mobilization in that discipline and/or phase.***

BID PROPOSAL
FINEGRADE/BASE

AMERICAN CONSTRUCTION GROUP
(818) 926-5697 License No. 1067717 A-C8-C21-Haz

Attn: Ms. Jessica Gregory
Edwards Construction Group (Edwards or Client)
991 Bennett Avenue
Arroyo Grande, CA 93420
(805) 335-1161

Proposal No. 24169A
October 4, 2024

transmitted via email: jg@edwardscongroup.com

PROJECT: Oxnard School District – Marnina West Elementary School New Modular Classroom Buildings located at 2501 Carob Street in Oxnard, CA 93035

PROPOSED SCOPE OF WORK

American Construction Group, Incorporated (ACG) proposes to provide the following construction services:

Mobilization:

1. Provide the following mobilization activities:
   a. Provide material submittals.
   b. Attend a pre-construction kick-off meeting and progress meetings as necessary with project stakeholders.
   c. Mobilize/demobilize equipment, material, and trained personnel.
   d. Provide dust control and general housekeeping for American Construction Group's (ACG) scope of work.
   e. Mark/call for DigAlert and perform underground utility survey under demo and earthwork disturbed areas.
   f. Includes 3 days of potholing with hydrovac truck. Any rerouting of utilities to accommodate excavation is not included.
   g. Construction fencing is not included.

SWPPP:

2. Furnish/install the following SWPPP Items:
   a. Gravel bag barriers and inlet protection. ACG to maintain only while onsite. **Client to maintain while ACG is offsite.**
   b. Construction Entrance, SWPPP plans, inspections, weather/rain prep/repair, reporting is not included.

Earthwork (Assumes subgrade is existing to 6" of design):

3. Grade/place base/backfill for the following items:
   a. Swales (v gutter), parking lot concrete subgrade, curbs, trash enclosure, pedestrian walk, landscape/play surface area, asphalt play areas/walkways.
   b. Excludes excavation/backfill of trenches for utilities.
4. Furnish/Place 6"" base under asphalt.
5. Grade for building slab and excavate for Building Footings. **Assumes no utilities other than drains are under the building footprint. Relocation of utilities is not included.**

PRICING AND SCHEDULE

Bid Item	Desription	Quantity	UM	Unit Price	Amount
1	Earthwork Mobe	1	LS	$ 11,500.00	$ 11,500.00
2	☒renching	1	LS	$ 97,735.00	$ 97,735.00
3	Grading for Hardscape/Landscape	1	LS	$ 133,600.00	$ 133,600.00
4	6" Base for Sitework	8,475	SF	$ 6.50	$ 55,087.50
5	Building Slabs Grading and Foundation Exc	1	LS	$ 105,000.00	$ 105,000.00
				Subtotal	**$ 402,922.50**
				P&P Bond (3%)	**$ 12,087.68**
				Total	**$ 415,010.18**

Estimated Project Duration: approximately **42 working days** (plus other trades, selected options if any, cure time, and agency/owner inspections) to complete the base bid scope of work described above.

NOTES/ASSUMPTIONS/CONDITIONS

1. This proposal is based on the partial plans and specifications for Oxnard School District – Marnina West Elementary School New Modular Classroom Buildings.
2. Work will be done in up to 2 mobilizations.
3. Permits, bonds, builders risk insurance, fees and other professional services are not included. **P&P bonding rate is 3% and should be added to price if needed.**
4. Proposal is based on 8-hour standard shifts, Monday through Friday, between 6:00AM and 5:00PM.
5. Sanitary facilities to be provided by Client for ACG use.
6. **Embedded items (including grating, anchor bolts, railings, posts, wear plates, etc.) are not included unless specifically listed as an ACG furnished material in the scope section above.**
7. Traffic control, demolition, surface preparation, excavation, over-excavation, dewatering, shoring, crushed base installation for paving, backfill around concrete, drilling, asphalt patching/paving/grading, temporary fence, pipe slab penetration sealing, grouting, concrete wet curing, waterproofing, epoxy coated rebar, coring, painting/coating/sealing, coating removal, fence post concrete/rebar, grounding/bonding and vapor barriers/systems are not included unless specifically included in the scope section above.
8. **All other tasks, items of work, and/or bid items are excluded unless specifically included in this proposal.**
9. Client to provide properly compacted subgrade to +/-1/2" tolerance to plan subgrade.
10. Completed concrete to be protected by others after ACG demobilizes.
11. ACG is not responsible for damages to walls or concrete due to settlement or earth movement.
12. QA/QC testing (compaction/concrete/etc.), deputy inspections, trial batching, and survey (including as-builts) is not included.
13. Water source (water truck, hose bib, 2" hydrant connection) is available to ACG at no cost w/in 200' of our work.
14. SWPPP development, implementation, and reporting is excluded unless specifically included in scope section above.
15. Level D PPE is included (additional PPE levels are available at an additional charge).
16. Assumes 40-hour HAZWOPER training certs and/or Owner/Client site-specific safety or other badging/training are not required (if required, training time will be billed on a time and material basis).
17. No retention to be withheld from progress payments unless required by Owner's Prime Contract.
18. No Liquidated Damages shall be assessed unless a schedule is expressly agreed upon by ACG in writing at the time of contract execution.
19. This proposal shall be included in the contract as a superseding amendment to the contract scope section.
20. All prices are contingent upon a mutually agreed working schedule, contract terms, and insurance requirements at the time that the contract is executed.
21. **Pricing is valid for 30 days.**
22. ACG is a certified Small Business Enterprise (SBE) and a Veteran-Owned Small Business (VOSB). California DGS Certification ID 2021041, DIR #PW-LR-1000751993.

Thank you for the opportunity to submit this proposal. If you have any questions or comments, please feel free to contact me at (818) 926-5697.

Respectfully,

Justin L. Gough
Vice President
AMERICAN CONSTRUCTION GROUP

Bid Proposal
OX/Mass Grading

AMERICAN CONSTRUCTION GROUP
(818) 926-5697 License No. 1067717 A-C8-C21-Haz

Attn: Ms. Jessica Gregory
Edwards Construction Group (Edwards or Client)
991 Bennett Avenue
Arroyo Grande, CA 93420
(805) 335-1161

Proposal No. 24169CR1
October 8, 2024

transmitted via email: jg@edwardscongroup.com

PROJECT: Oxnard School District – Marnina West Elementary School New Modular Classroom Buildings located at 2501 Carob Street in Oxnard, CA 93035

PROPOSED SCOPE OF WORK

American Construction Group, Incorporated (ACG) is providing this over-excavation and mass grading proposal based on the plans and specifications, the UES Preliminary Geotechnical Engineering Investigation and Geologic Hazards Evaluation Report dated January 31, 2024, and the email received 10/8/2024 from Brad Edwards allowing re-use of onsite soil.

Over-Excavation/Mass Grading:

1. Mobilization: Provide the following mobilization activities:
   a. Provide material submittals.
   b. Attend a pre-construction kick-off meeting and progress meetings as necessary with project stakeholders.
   c. Mobilize/demobilize equipment, material, and trained personnel.
   d. Provide dust control and general housekeeping for American Construction Group's (ACG) scope of work.
   e. Mark/call for DigAlert and perform underground utility survey under demo and earthwork disturbed areas.
   f. Includes 3 days of potholing with hydrovac truck. Any rerouting of utilities to accommodate excavation is not included.
   g. Construction fencing is not included.
2. Excavate up to 10,000 CY under the classroom building per Notes on Sheet AA1.03 and C3.02 (up to and 18" under asphalt/concrete walks/pavement and stockpile onsite for reuse. Price is based on 1,250 CY per day minimum.
   a. **Dewatering, drying of wet soil, and any shoring required is not included.** Assumes sloping/benching is achievable as stated on Sheet C1.02 Grading Notes, "all cut slopes shall be investigated both during and after grading by an engineering Geologist to determine if any slope stability problem exists should excavation disclose any Geological hazards or potential geological hazards. The engineering geologist shall recommend necessary treatment to the construction manager for approval."
3. Place and compact up to 9,500 CY of onsite stockpiled soil and make pad grade (bottom of slurry slab or surrounding asphalt/concrete subgrade). Based on 600 CY per day minimum.
4. Export up to 3,700 tons of soil to a licensed facility. Based on minimum 533 TN exported per day. **If saturated, add additional $29 per ton.**

Alternate Pricing – Geogrid and Rock:

1. Furnish/place a 2' thick section of 3" minus rock, up to 2,600 tons, with two layers of Tensar 1200 biaxial geogrid and two layers of filter fabric

PRICING AND SCHEDULE

Estimated Project Duration: approximately **45 working days** (plus other trades, selected options if any, cure time, and agency/owner inspections) to complete the base bid scope of work described above.

Bid Item	Desription	Quantity	UM	Unit Price	Amount
1	Earthwork Mobe	1	LS	$ 58,000.00	$ 58,000.00
2	Excavation	10,000	CY	$ 9.30	$ 93,000.00
3	Recompact and Make Subgrade	9,500	CY	$ 23.00	$ 241,000.00
4	Export	3,700	TN	$ 43.00	$ 159,100.00
Alt 1	Geogrid and 2' Rock Layer	20,000	SF	$ 16.00	$ 320,000.00
				Subtotal	**$ 871,100.00**
				P&P Bond (3%)	**$ 26,133.00**
				Total	**$ 897,233.00**

NOTES/ASSUMPTIONS/CONDITIONS

1. This proposal is based on the plans and specifications for Oxnard School District – Marnina West Elementary School New Modular Classroom Buildings.
2. Work will be done in up to 1 mobilization.
3. Permits, bonds, builders risk insurance, fees and other professional services are not included. **P&P bonding rate is 3% and should be added to price if needed.**
4. Proposal is based on 8-hour standard shifts, Monday through Friday, between 6:00AM and 5:00PM.
5. Sanitary facilities to be provided by Client for ACG use.
6. **Embedded items (including grating, anchor bolts, railings, posts, wear plates, etc.) are not included unless specifically listed as an ACG furnished material in the scope section above.**
7. Traffic control, demolition, dewatering, shoring, drying of material, crushed base installation for paving, backfill around concrete, drilling, asphalt patching/paving/grading, temporary fence, and vapor barriers/systems are not included unless specifically included in the scope section above.
8. **All other tasks, items of work, and/or bid items are excluded unless specifically included in this proposal.**
9. Completed concrete to be protected by others after ACG demobilizes.
10. QA/QC testing (compaction/concrete/etc.), deputy inspections, trial batching, and survey (including as-builts) is not included.
11. Water source (water truck, hose bib, 2" hydrant connection) is available to ACG at no cost w/in 200' of our work.
12. SWPPP development, implementation, and reporting is excluded unless specifically included in scope section above.
13. Level D PPE is included (additional PPE levels are available at an additional charge).
14. Assumes 40-hour HAZWOPER training certs and/or Owner/Client site-specific safety or other badging/training are not required (if required, training time will be billed on a time and material basis).
15. No retention to be withheld from progress payments unless required by Owner's Prime Contract.
16. No Liquidated Damages shall be assessed unless a schedule is expressly agreed upon by ACG in writing at the time of contract execution.
17. This proposal shall be included in the contract as a superseding amendment to the contract scope section.
18. All prices are contingent upon a mutually agreed working schedule, contract terms, and insurance requirements at the time that the contract is executed.
19. **Pricing is valid for 30 days.**
20. ACG is a certified Small Business Enterprise (SBE) and a Veteran-Owned Small Business (VOSB). California DGS Certification ID 2021041, DIR #PW-LR-1000751993.

Thank you for the opportunity to submit this proposal. If you have any questions or comments, please feel free to contact me at (818) 926-5697.

Respectfully,

Justin L. Gough
Vice President

AMERICAN CONSTRUCTION GROUP

Site Concrete

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Site Concrete	DLR & Associates	Submitted	$197,300.00	Apparent Low Bidder
Site Concrete	DJS Contracting	Submitted	$197,500.00	
Site Concrete	Toro Enterprises	Submitted	$254,056.00	
Site Concrete	Santa Clarita Concrete	Submitted	$1,077,850.00	Includes Foundations
Site Concrete	American Construction Group	Submitted	$764,855.00	Includes Foundations, Missing Site Concrete Items

DLR Associates DIR # PW-LR-1000924303 LIC # 1092044
1737 E Washington Blvd. Ste 2
Pasadena, CA 91104

DLR Associates
Concrete | Masonry

Estimate 55624

ADDRESS
EDWARDS CONSTRUCTION GROUP

DATE	TOTAL
10/18/2024	$197,300.00

SALES REP
RICARDO BARAJAS

ACTIVITY	DESCRIPTION	RATE	AMOUNT
SITE CONCRETE	Marina West Oxnard LLB (PREVAILIN WAGE)	197,300.00	197,300.00T
	SITE CONCRETE LABOR AND MATERIAL SCOPE OF WORK $ 197,300.00 1) PREP, FORM AND POUR 4,460SF OF 4" CONCRETE SIDEWALK 2) PREP, FORM AND POUR 183LF OF CONCRETE 6" CURB 3) PREP, FORM AND POUR 168LF OF CONCRETE GUTTER 4) DEEPENED EDGE CONCRETE 5) 225LF OF FLUSH CONCRETE CURB 6) 15LF OF CONCRETE FLUME 7) INSTALL TRUNCATED DOMES 8) PREP, FORM AND POUR 162SF OF 6" CONCRETE VEHICULAR 9) PRPE, FORM AND POUR 56LF OF CONCRETE TURF HEADER 10) MANPOWER 11) EQUIPMENT 12) PREVAILING WAGE 13) SITE SUPERVISION *EXCLUSIONS- Unless otherwise noted, the following items are excluded from our scope of work: grading, backfill, compaction, waterproof, over excavation, re-compaction, or soils work of any type unless included, Any extra mobilization will be an extra fee, this proposal is active for 30 days, we are not responsible for location or relocation of any existing utilities, removal of spoils, caulking, supply of embeds, pavers		

Thank you for your business!

SUBTOTAL	197,300.00
TAX	0.00
TOTAL	$197,300.00

THANK YOU.

GENERAL CONTRACTING, INC
COMMERCIAL CONCRETE SPECIALISTS

4615 Industrial Street Suite # 1G
Simi Valley CA 93063
Phone # 805 584-2714 Fax # 805 584-2023
C/L # 776402
DIR#1000012744

Edwards 10/2/24

Reference: Marina West ES – New Modular Classrooms
Location: 2501 Carob Street, Oxnard CA

Proposal for: 03300 Concrete

We herewith propose to provide labor, material, and equipment to perform the required concrete work on this project. Work to be performed in accordance with plans and specifications by Flewelling and Moody. Plan set: C1.01, C1.02, C2.01, C2.02, C3.01, C3.02, C5.01 dated 6/17/24, A1.01, A1.02, A1.03, A1.04, A1.05, Manufacturer Drawings – 59 Sheets dated 4/5/24. No addendums noted.

This proposal is based on the following conditions:

1. **The bid item pricing is based on the project in its entirety** and is not intended to be used as stand alone pricing. If DJS Contracting is required to perform some of the bid items below but not all, there may a cost increase to those bid items.

2. This proposal is based on work performed during regular working hours. Regular working hours are defined as Monday through Friday, excluding Holidays, and 8 hours per day. Non-regular working hours, including weekends and overtime, are not included in this proposal. If DJS Contracting is required to expedite the job to meet accelerated job schedules, DJS Contracting will require compensation for the additional cost.

3. We have the right to mutually agree to the construction schedule.

4. This proposal is valid for the duration of (30) days and is based on our current price of materials, labor and equipment. Any contract issues as a result of this proposal shall contain a "Fair And Equitable Escalation Clause."

Proposal

Modular Building Cast-in-place Concrete:	$662,000.00
Site Work Concrete:	$175,000.00
Trash Enclosure Concrete:	$22,500.00
Trash Enclosure CMU:	$10,750.00

Inclusions

1. Cost and fees for AB219 Legislation.
2. Skilled and trained workforce.

3. DJS to receive new building pads at Slurry slab subgrade ready for foundation excavation. Pad at exterior foundation to be laid back for stem wall formwork (Earthwork by others).
4. Excavation of new building foundations.
5. Supply and installation of concrete reinforcing steel as required.
6. Form work as required for new concrete work.
7. Form work installation for new stem walls and pilasters.
8. Templates as required for reinforcing steel.
9. Installation of embeds in concrete (supplied by others).
10. Place and finish building pad foundations for (5) 72'x40' modulars with pedestals and poured in place stem walls.
11. Place and finish concrete for new 3" sand slurry gopher slab.
12. Concrete work for crawl space access vent well.
13. Installation of 4,092 standard grey concrete paving per detail B on C5.01.
14. Installation of 24 lft of curb at play surface per detail 6 on A1.04.
15. Installation of 38 lft of 6" curb per note 8 on C3.01 and detail F on C5.01.
16. Installation of 182 lft 6"x2' tall max retaining curb per note 10 on C3.01 and detail 5 on A1.04.
17. Installation of 168 lft concrete gutter per note 9 on C1.03.
18. Installation of 15 lft concrete flume per note 12 on C1.03.
19. Installation of (1) 6'x4' truncated dome per note 13 on C1.03.
20. Installation of 142 sqft vehicular grey concrete per note 14 on C1.03.
21. Installation of 88 lft of 6" round curb per detail 3 on L1.02.
22. Installation of 230 lft 6" mow strip per detail 1 on L1.02.
23. Installation of 134 lft curb at place surface per detail 3 on L1.02.
24. Installation of trash enclosure slab with foundations per detail 5 on A1.05.
25. Installation of grey medium weight CMU trash enclosure walls per detail 5 on A1.05.
26. Installation of control and expansion joints as required in new concrete.
27. Curing of new concrete as required.
28. Concrete pump placement as required for or scope of work.
29. Supply and removal of concrete washout boxes as required for our scope of work.
30. Stockpile of earth spoils onsite (no more than 100' from excavation site).

Exclusions

1. Supply and installation/setting of poly vents.
2. Supply and installation of vapor barrier (plans do not call for it).
3. Note 4 on S2.1, embed plates to be supplied and installed by modular manufacturer.
4. Mow curb around new modular buildings.
5. Play structure foundations.
6. Demolition and sawcut of existing structures.
7. Sub grade preparation and compaction (Sub grade to be left within +0 to -1/10 by others, if found to be unsuitable a change order will be issued).
8. Compaction of bottom of new foundation and earth sub grade preparation.
9. Mass excavation, over excavation/re-compaction, excavation into rock if required, and backfill.
10. Haul off and or export of our earth spoils from site.
11. Installation of signs, gate foundation, light pole foundations, bollards, and fence post foundations.
12. All site concrete work not in inclusions, including: concrete under play surfaces, catch basins, precast wheel stops, drainage structures, storm drains, and play equipment foundations.
13. Dewatering of excavations from surface water, rain water, ground water or seepage.
14. Storm water control pollution control.
15. Joint sealants (supply and installation).

16. Sealed concrete, epoxy coatings (Non slip Texture), polished concrete, and finishes other than concrete.
17. Sealed concrete finishes other than a cure/sealer application that can be applied directly after concrete placement.
18. Colored concrete.
19. Concrete hardeners or fibers in concrete mix design.
20. Water proofing.
21. Supply and furnishing of embeds, anchor bolts, and sleeves in cast-in-place concrete work.
22. Fees for bond and cost of bond if required.
23. Building and Site Engineered Survey.
24. Construction fencing.
25. Traffic control, flag men, and pedestrian control.
26. Lane closures, permits and fees, (if required).
27. Access (access to our work if needed provide by others).
28. Water and power as required for completing our scope of work.
29. Precast concrete, GRFC concrete, supply and installation (if required).
30. Locating and protection of existing underground utilities.
31. Concrete encasement of underground pipes and utilities.
32. Concrete work for other trades.

Sincerely,
DJS Team

SANTA CLARITA CONCRETE
16164 Sierra Highway, Santa Clarita, California 91390 **License No. 381605**
Phone: (661) 252-2012 Fax (661) 298-4585

Marina West ES modulars 1,1A,2,2A,3 October 30, 2024

Our bond rate: 1%
Our Fed Tax ID: 95-3376896
DIR # 1000002536
Addendums 1-14 noted

$ 1,077,850

Our price includes all necessary labor, equipment, materials and supervision to complete the work shown on the structural, landscape and architectural plans as described below

Structural concrete as described below

1. Dig, form, set and pour all 3 building foundations concurrently, including access opening structures at each (5 total).
2. Weld plates installed at modular corners prior to pour (weld plates provided by others)
3. Deepened footings along Southern perimeter of building 2,2A due to lower exterior finished grade.
4. 3" rat slab poured at each building concurrently (1 move-on)

Site concrete

1. 4" PCC pedestrian and vehicular paving on 4" class II base
2. 4" Vehicular paving on 6" Class II base where shown on C3.01
3. PCC thickened edges at planter areas
4. Curb at parking areas
5. Pedestrian ramp with truncated domes
6. 24" ribbon gutter at East access area
7. Concrete flume structure
8. Concrete curb around play area perimeter per landscape drawings
9. Flush curb at turf area
10. Radius flush curbs for 4 tree wells per landscape drawings and details.
11. Footing for CMU trash area walls
12. Trash area curbs
13. Rebar for all items above

Exclusions for this project.

1. Excavation to bottom-of-rat-slab prior to footing construction. These sub-slab elevations are assumed to be provided by others, and to extend 2-3 feet beyond the building perimeters.
2. Backfill of the exterior building stem / footings
3. Any work required after July 1 labor increases (schedule not provided)
4. Multiple pours for building rat slabs or footings. All 3 buildings are assumed to be constructed concurrently
5. Sealing or coatings on slabs or flatwork.
6. Repair of existing concrete structures
7. Off site parking. Our work crews will be bringing tools and will need access to the jobsite.
8. Drain structures and catch basins.
9. Light standards or other lighting footings.
10. Survey.
11. Drypack
12. Patch-back for demo'd site paving for new utility trenches.
13. Footings for play equipment including ball walls, backstops, or play poles.

14. Water and Power to be supplied by others
15. All permits and inspection fees to be paid for by others.
16. Bid amount based on 40-hour workweek, Monday through Friday.
17. No obstructions.
18. Any cure, sealer or hardener on slabs other than that listed above.
19. Staining or polishing concrete.
20. Protection or clean-up of misc material.
21. Shop drawings (if required).
22. Any required excavation and recompaction of soils below footings or piers.
23. Costs for grades or grading in excess of $1/10^{th}$ ft.
24. Establishment of property lines, earth grades, benchmarks, control lines, and any required survey.
25. Dewatering of any kind.
26. Blockouts or installation of sleeves for other trades.
27. Fence, gate post, or misc. sign footings.
28. Supply, offload, storage, or inventory of miscellaneous metals.
29. Removal of excavation spoils from site. Spoils to be stockpiled in one or more locations onsite one time. Load, haul off, and disposal by others.
30. Welding.
31. Testing, inspections, and permits.
32. Rough concrete encasement for other trades including thrust blocks.
33. Dust control, street sweeping or cleaning.
34. Colored concrete other than that listed above.
35. Caulking, joint fillers or insulation material.
36. Sub drainage systems.
37. Protection of concrete surfaces after finishing.
38. Lane closure permits, traffic control, flagmen, or barricades.
39. Costs associated with rock, underground hazards, or wet or soft ground conditions or soil treatment or sterilization, including unsuitable soils in any excavation.
40. Responsibility to identify underground utilities before excavation or to move electrical wires that interfere with normal working procedures.
41. Demolition, drilling, doweling, or reworking of existing structures.
42. Temporary protection of our completed work.
43. Trash bins.
44. Furnishing of embedded items including anchor bolts, stair nosings, skate deterrents, etc.
45. O&P less than 15% on change orders – our overhead already exceeds 15%.
46. Grouting of metal door frames.

Should you have any questions, please don't hesitate to call.

Respectfully Submitted,

Eric Stroh

BID PROPOSAL
CONCRETE

AMERICAN CONSTRUCTION GROUP
(818) 926-5697 License No. 1067717 A-C8-C21-Haz

Attn: Ms. Jessica Gregory
Edwards Construction Group (Edwards or Client)
991 Bennett Avenue
Arroyo Grande, CA 93420
(805) 335-1161

Proposal No. 24169B
October 4, 2024

transmitted via email: jg@edwardscongroup.com

PROJECT: Oxnard School District – Marnina West Elementary School New Modular Classroom Buildings located at 2501 Carob Street in Oxnard, CA 93035

PROPOSED SCOPE OF WORK

American Construction Group, Incorporated (ACG) proposes to provide the following construction services:

Mobilization:

1. Provide the following mobilization activities:
   a. Provide concrete mix designs and material submittals.
   b. Attend a pre-construction kick-off meeting and progress meetings as necessary with project stakeholders.
   c. Mobilize/demobilize equipment, material, and trained personnel.
   d. Provide dust control, concrete washout, and general housekeeping for American Construction Group's (ACG) scope of work.

Concrete:

2. Sidewalk: Form, furnish/install rebar/dowels, furnish/pour/finish concrete paving with broom finish, natural gray per Sheet C3.01 Note 3.
3. Concrete Curbs: Form, furnish/pour/finish concrete curbs per Sheet C3.01 Note 8
4. V-Gutters: Form, furnish/install rebar, furnish/pour/finish v-gutters per Sheet C3.01 Note 9.
5. Deep Concrete Edge: Form, furnish/install rebar, furnish/pour/finish concrete per Sheet C3.01 Note 10.
6. Flush Curbs: Form, furnish/pour/finish concrete curbs per Sheet C3.01 Note 11.
7. Concrete Flume: Form, furnish/install grating, furnish/install rebar, furnish/pour/finish concrete per Sheet C3.01 Note 12
8. Truncated Domes: Form, furnish/install truncated domes per C3.01 Note 13.
9. Vehicle Concrete Paving: form, furnish/install rebar/dowels, furnish/pour/finish concrete paving with broom finish, natural gray per Sheet C3.01 Note 14
10. Building Foundations: Form, furnish/install rebar, furnish/pour/finish building foundations per Structural Plans (two buildings 144'x40' and one at 72'x40'). **Client to provide sill plates for ACG to place.**
11. Gopher Slab: Form, furnish/pour/finish 2" thick gopher slab under buildings per 8" thick concrete pad Note 19 on Sheets C-3.01.
12. Trash Enclosure Footing: Form, furnish/install rebar, furnish/pour/finish concrete footing for trash enclosure footing per detail 10/AA1.05. **CMU block wall, in-wall rebar, and fence posts/panels/gates are not included.**

PRICING AND SCHEDULE

See next page

Bid Item	Description	Quantity	UM	Unit Price	Amount
1	Mobilization	1	LS	$ 6,000.00	$ 6,000.00
2	Sidewalk	4,220	SF	$ 12.50	$ 52,750.00
3	6" A Curb	217	LF	$ 70.00	$ 15,190.00
4	V Gutter	170	LF	$ 85.00	$ 14,450.00
5	Deep Concrete Edge	10	LF	$ 87.00	$ 870.00
6	Flush Curb	483	LF	$ 79.00	$ 38,157.00
7	Concrete Flume	15	LF	$ 550.00	$ 8,250.00
8	Truncated Domes	25	SF	$ 115.00	$ 2,875.00
9	Vehicle Concrete Pavement	145	SF	$ 23.00	$ 3,335.00
10	Building Foundations	1	LS	$ 496,000.00	$ 496,000.00
11	3" Slurry Rat Slab under Buildings	1	LS	$ 92,500.00	$ 92,500.00
12	Trash Enclosure Foundation	1	EA	$ 12,200.00	$ 12,200.00
				Subtotal	**$ 742,577.00**
				P&P Bond (3%)	**$ 22,277.31**
				Total	**$ 764,854.31**

Estimated Project Duration: approximately **85 working days** (plus other trades, selected options if any, cure time, and agency/owner inspections) to complete the base bid scope of work described above.

NOTES/ASSUMPTIONS/CONDITIONS

1. This proposal is based on the partial plans and specifications for Oxnard School District – Marnina West Elementary School New Modular Classroom Buildings.
2. Work will be done in up to 3 mobilizations
3. Permits, bonds, builders risk insurance, fees and other professional services are not included. **P&P bonding rate is 3% and should be added to price if needed.**
4. Proposal is based on 8-hour standard shifts, Monday through Friday, between 6:00AM and 5:00PM.
5. Sanitary facilities to be provided by Client for ACG use.
6. **Embedded items (including grating, anchor bolts, railings, posts, wear plates, etc.) are not included unless specifically listed as an ACG furnished material in the scope section above.**
7. Traffic control, demolition, surface preparation, excavation, over-excavation, dewatering, shoring, crushed base installation for paving, backfill around concrete, drilling, asphalt patching/paving/grading, temporary fence, pipe slab penetration sealing, grouting, concrete wet curing, waterproofing, epoxy coated rebar, coring, painting/coating/sealing, coating removal, fence post concrete/rebar, grounding/bonding and vapor barriers/systems are not included unless specifically included in the scope section above.
8. **All other tasks, items of work, and/or bid items are excluded unless specifically included in this proposal.**
9. Client to provide properly compacted subgrade to +/-1/2" tolerance to plan subgrade.
10. Completed concrete to be protected by others after ACG demobilizes.
11. ACG is not responsible for damages to walls or concrete due to settlement or earth movement.
12. QA/QC testing (compaction/concrete/etc.), deputy inspections, trial batching, and survey (including as-builts) is not included.
13. Water source (water truck, hose bib, 2" hydrant connection) is available to ACG at no cost w/in 200' of our work.
14. SWPPP development, implementation, and reporting is excluded unless specifically included in scope section above.
15. Level D PPE is included (additional PPE levels are available at an additional charge).
16. Assumes 40-hour HAZWOPER training certs and/or Owner/Client site-specific safety or other badging/training are not required (if required, training time will be billed on a time and material basis).
17. No retention to be withheld from progress payments unless required by Owner's Prime Contract.
18. No Liquidated Damages shall be assessed unless a schedule is expressly agreed upon by ACG in writing at the time of contract execution.
19. This proposal shall be included in the contract as a superseding amendment to the contract scope section.

20. All prices are contingent upon a mutually agreed working schedule, contract terms, and insurance requirements at the time that the contract is executed.
21. Proposal pricing is valid for 30 days.
22. ACG is a certified Small Business Enterprise (SBE) and a Veteran-Owned Small Business (VOSB). California DGS Certification ID 2021041, DIR #PW-LR-1000751993.

Thank you for the opportunity to submit this proposal. If you have any questions or comments, please feel free to contact me at (818) 926-5697.

Respectfully,

Justin L. Gough
Vice President

AMERICAN CONSTRUCTION GROUP

Landscaping

Bid Form	Bidders	Bid Status	Bid Amount	Notes
Landscape & Irrigation	Coast Landscaping, Inc	Will Not Bid	$0.00	
Landscape & Irrigation	Dwayne Brady Landscape Constructi	Did Not Submitt	$0.00	
Landscape & Irrigation	Elite Landscape Construction, Inc.	Submitted	$81,600.00	Apparent Low Bidder
Landscape & Irrigation	EQ Landscaping	Did Not Submitt	$0.00	
Landscape & Irrigation	Griffith Company	Did Not Submitt	$0.00	
Landscape & Irrigation	J.D. Humann Landscaping Inc.	Will Not Bid	$0.00	
Landscape & Irrigation	Marina Landscape, Inc.	Submitted	$120,000.00	
Landscape & Irrigation	Natural Concepts Landscaping	Did Not Submitt	$0.00	
Landscape & Irrigation	New Generation Landscape	Did Not Submitt	$0.00	
Landscape & Irrigation	Plowboy Landscapes, Inc.	Will Not Bid	$0.00	

OSD AGREEMENT #23-237

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this Seventeenth (17th) day of January, 2024, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Edwards Construction Group, Inc. which is a contractor licensed by the State of California, with its principal place of business at 2045 Preisker Lane, Suite A, Santa Maria, CA 93454 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Marina West Elementary School, located at 2501 Carob Street, Oxnard, CA 93035 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.

F. **Project**. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.

G. **Project Manual**. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.

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

I. **Site Lease**. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

J. **Specifications**. The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

K. **Subcontractor**. As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

L. **Sublease**. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **TBD ($XX,XXX,XXX.XX)**. The GMP consists of (1) a Preconstruction Fee in the amount of **Thirty-Five Thousand Dollars and No Cents ($35,000.00)**. (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 a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen

from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.

B. Contractor shall complete the Construction pursuant to the Construction Documents

as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.

C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.

D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.

F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.

G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.

I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with

the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.

C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign Eric Marlow as Project Manager for the Project. So long as Eric Marlow remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions. The Project Manager is not an exclusive position and does not preclude any other parallel assignment within or outside the District.

B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not

to exceed one hundred fifty percent (150%) of the disputed amount.

B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location,

accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.

B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with

respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to 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:
Edwards Construction Group, Inc.
2045 Preisker Lane, Suite A
Santa Maria, CA 93454
Attn: Brad Edwards, President

If to the District:
Oxnard School District
1051 South A Street
Oxnard, CA 93030
Attn: Dr. Ana DeGenna, Superintendent

With A copy to:
Emilio Flores, CBO
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract

Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined

in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

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

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Edwards Construction Group, Inc.

By: _____
BRAD EDWARDS

Title: PRESIDENT

Date: 1/8/2024

THE DISTRICT

Oxnard School District,
a California school district

By: _____

Title: Director, Purchasing

Date: 1-26-2024

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed

EXHIBIT B

Oxnard School District – Marina West New PK,

TK and Kindergarten Classroom Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Thirty-Five Thousand Dollars and No Cents ($35,000.00)** 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 review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.

B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.

C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.

D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.

C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.

D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR

Edwards Construction Group, Inc.

By: _____
BRAD EDWARDS

Title: PRESIDENT

Date: 1/8/2024

THE DISTRICT

Oxnard School District,
a California school district

By: _____

Title: Director, Purchasing

Date: 1-26-2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/8/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Leavitt Coastal Valley Insurance Services, Inc
License #0598871
204 E. Enos Dr Suite B
Santa Maria CA 93454

CONTACT NAME: Frank Marino
PHONE (A/C, No, Ext): (805) 925-8607 **FAX (A/C, No):** (805) 928-7210
E-MAIL ADDRESS: frank-marino@leavitt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Company of CT	25682
INSURER B: Travelers Property Casualty Company of	25674
INSURER C: Colony Insurance Company	39993
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Edwards Construction Group Inc
PO Box 350
Nipomo CA 93444

COVERAGES **CERTIFICATE NUMBER:** 23/24 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	Y	CO-0T843250-TCT-22	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Electronic Data Liability	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	Y	BA-0T848301-22-26-G	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-0T849346-22-26	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-9N981098	7/1/2023	7/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	RENTED/LEASED EQUIPMENT			QT 630 1T210340 TIL 22	7/1/2023	7/1/2024	LIMIT/DED	$500,000/1,000
C	POLLUTION LIABILITY			CSP4279393	6/24/2023	6/24/2024	LIMIT OCC/AGG	$1M/$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oxnard School District its Officers, Agents, Directors, Employees, and/or Volunteers are named Additional Insured per attached endorsements on a primary and non-contributory basis. Waiver of subrogation applies.
30 day cancellation notice.
RE: Agreement #23-237
Marina West Elementary School
2501 Carob St, Oxnard, CA 93035

CERTIFICATE HOLDER
Oxnard School District
1051 South A Street
Oxnard, CA 93030

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Dan Lillard/FRMARI

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured/Underinsured Motorist BI	UMUIM		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Crisis Management Service			

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
50,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Schedule rate adjustment	SRA		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$36,084.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Premium discount	PDIS		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$8,394.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$160.00

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

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Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**
B. **BLANKET ADDITIONAL INSURED**
C. **EMPLOYEE HIRED AUTO**
D. **EMPLOYEES AS INSURED**
E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**
G. **WAIVER OF DEDUCTIBLE – GLASS**
H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**
I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
J. **PERSONAL PROPERTY**
K. **AIRBAGS**
L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**
M. **BLANKET WAIVER OF SUBROGATION**
N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – 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.

C. 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 an "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

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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".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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.

E. 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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. 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.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. 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.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

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 applies only in the event of a total theft of your covered "auto".

No deductibles apply to this 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. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

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 signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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POLICY NUMBER: CUP-0T849346-22-26 ISSUE DATE: 02/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE LIMIT APPLIES ON A PER PROJECT BASIS SUBJECT TO THE TOTAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

SCHEDULE OF TOTAL AGGREGATE LIMIT

Total Aggregate Limit $ 10,000

PROVISIONS

1. The following is added to Paragraph **B.** of **SECTION III – LIMITS OF INSURANCE:**

   For damages because of "bodily injury" and "property damage", if any "underlying insurance" applies a separate aggregate limit in the same policy for each "project", other than a products-completed operations aggregate limit, then the General Aggregate Limit will apply in the same manner as such aggregate limit in such "underlying insurance".

   However, we won't pay more than the Total Aggregate Limit shown in the Schedule Of Total Aggregate Limit for the combined total of all damages covered by this policy because of all "bodily injury" or "property damage" arising out of "projects". For the purposes of determining the applicable General Aggregate Limit, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project". If no entry appears in the Schedule Of Total Aggregate Limit, the Total Aggregate Limit is deemed to be the General Aggregate Limit.

2. The following is added to Paragraph **A.** of **SECTION VI – DEFINITIONS:**

   "Project" means any area away from any premises, site or location that you rent or lease from others, or own, and at which you are performing operations pursuant to a contract or agreement.

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BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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 this 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. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. An organization other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

   b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

   (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; 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.

D. BLANKET WAIVER OF SUBROGATION

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 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 execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

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2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.

      Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide 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.

      (2) "Property damage" to property:
         (a) Owned, occupied or used by;
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
   b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage C;
   b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage A; and
   b. Medical expenses under Coverage C;

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
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.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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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.

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POLICY NUMBER: DT22-CO-0T843250-TCT-23 ISSUE DATE: 07-12-23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):	Designated Project General Aggregate(s):
EACH "PROJECT" FOR WHICH YOU HAVE AGREED IN A WRITTEN CONTRACT THAT IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.	GENERAL AGGREGATE LIMIT SHOWN ON THE DECLARATIONS.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule abo ve:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought; or
   - **c.** Persons or organizations making claims or bringing "suits".
3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule abo ve:

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1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Project General Aggregate Limit.

C. Part **2.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Damages under **Coverage B**; and
   b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.

D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET LOSS PAYEES

This endorsement modifies insurance provided under the IM PAK COVERAGE FORM.

The following is added to Section E – ADDITIONAL COVERAGE CONDITIONS:

Loss Payable Provision

In the event of a Covered Cause of Loss to Covered Property in which both you and a Loss Payee share an insurable interest, we will:

a. Adjust the loss or damage with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee as your interests may appear.

This endorsement applies to all Covered Property for which a Loss Payee is on file with us or your insurance agent or insurance broker.

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(2) **Property damage** or **environmental damage** to **your product**, arising out of it or any part of it.

However, subparagraph (1) does not apply to **your products** that are installed as part of **your work** at a **job site**.

IV. DEFENSE

We have the right and duty to defend the insured against a **suit** seeking damages to which this insurance applies. We have no duty to defend the insured against any **claim** or **suit** seeking damages to which this insurance does not apply. Our duty to defend ends when the applicable Limit of Liability has been exhausted by the payment of **loss**. We may, at our discretion, investigate any **pollution condition** or **claim** and settle any **claim** or **suit**. With respect to any **pollution condition** or **claim** we investigate or **suit** we defend, we will pay **legal defense costs**. **Legal defense costs** are in addition to, and do not reduce, the limits of liability.

V. WHO IS AN INSURED

Each of the following is an insured:

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your **volunteer workers**, but only while performing duties related to the conduct of your business, or your **employees,** other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** is an insured for:

(1) **Bodily injury**:

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(a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in subparagraph (1) (a) above; or

(c) Arising out of the providing or failure to provide professional health care services except incidental health care services provided by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services and provided you are not engaged in the business of providing such services.

(2) **Property damage** or **environmental damage** to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your **employees**, **volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your **employee** or **volunteer worker**), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Policy.

3. Any subsidiary, associated, affiliated or allied company or corporation, including subsidiaries thereof, of which you have more than 50% ownership interest as of the **inception date** is a Named Insured; however, such entities shall cease to be a Named Insured if you cease to maintain more than a 50% ownership interest.

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage for such organization:

a. Is afforded only until the 90th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier;

b. Applies only if you give us written notice within 90 days after you acquire or form the organization, or before the end of the **policy period**, whichever is earlier;

c. Is conditioned upon your payment of any additional premium that we charge for such organization;

d. Is subject to any changes in policy terms, conditions or exclusions that we impose; and

e. Does not apply to any **bodily injury**, **property damage**, **environmental damage** or **pollution condition** that took place before you acquired or formed the organization.

Unless there is compliance with each of subparagraphs **b.** through **e.** above, there shall be no coverage under this Policy for a newly acquired or formed organization.

5. Any person or organization with whom you agree to include as an insured pursuant to a written contract, written agreement or permit is an insured, but only with respect to **bodily injury**, **property damage** or **environmental damage**: (i) arising out of **your work**, including **completed operations**, (ii) caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf, and (iii) only for the lesser of the applicable limits of liability set forth in Section VI. LIMITS OF LIABILITY AND DEDUCTIBLE or the minimum limits of liability required by such written contract.

The insurance afforded under this paragraph **5.** only applies to the extent permitted by law and will not be broader than that which you are required by the contract or agreement to provide for such insured. Furthermore, a manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury**, **property damage** or **environmental damage**:

a. Arising out of any **pollution condition** that takes place after the equipment lease expires or you cease to be a tenant; or

b. Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lesser of premises, or mortgagee, assignee, or receiver.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

VI. LIMITS OF LIABILITY AND DEDUCTIBLE

Regardless of the number of **claims**, **suits**, claimants or insureds, the following limits of liability apply:

1. Policy Aggregate Limit
The Policy Aggregate Limit set forth in Item 3 of the Declarations is the most we will pay for all **loss** under this Policy.

2. Contracting Services Pollution Liability - Each Pollution Condition Limit
Subject to Paragraph **1.** above, the Contracting Services Pollution Liability - Each Pollution Condition Limit set forth in Item 3 of the Declarations is the most we will pay for all **loss** arising out of the same, related, continuous or repeated **pollution condition(s)**.

3. Environmental Crisis Management Costs Limit
Subject to Paragraph **1.** above, the Environmental Crisis Management Costs Limit set forth in Item 3 of the Declarations is the most we will pay for all **loss** under Coverage B – Environmental Crisis Management Costs.

d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

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1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and 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, and with respect to Coverage **A**, the "underlying insurer", enforce them.

   If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-9N981098-23-26-G

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 2.00 % 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.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 07-10-23 **ST ASSIGN:**

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Consent Agenda

Approval of Change Order #1 to Agreement #23-289 with Oilfield Electric & Motor - OSC Electrical Service Upgrade Project 2024 (Pifko/Bennett)

On May 1, 2024, the Board of Trustees approved the award of Informal Bid #23-INF-01 and Agreement #23-289 with Oilfield Electric & Motor for the OSC Electrical Service Upgrade Project 2024.

Change Order #1, totaling $22,186.31, is necessary to cover the labor and materials required to cut over additional circuits not identified in the original plans. This work must be performed over a weekend due to the need to shut off power to the building.

FISCAL IMPACT:
$22,186.31 – Deferred Maintenance Funds

RECOMMENDATION:
It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business and Fiscal Services that the Board of Trustees approve Change Order #1 to Agreement #23-289 with Oilfield Electric & Motor.

ADDITIONAL MATERIALS:

Attached: Change Order #1 (4 Pages)
Agreement #23-289, Oilfield Electric & Motor (15 Pages)

CHANGE ORDER

Date: 11/05/2025 **CHANGE ORDER NO. 01**

PROJECT: OSC Electrical Service Upgrade Project 2024
O.S.D. Bid #23-INF-01
O.S.D. Agreement No. 23-289

OWNER: **Oxnard School District**
1051 South A Street
Oxnard, CA. 93030

ARCHITECT:

CONTRACTOR: Oilfield Electric & Motor.
1801 North Ventura Ave.
Ventura, Ca. 93001

Attn: Martin Coronado – Estimator/Project Manager

Architects Proj. No.:
D.S.A. File No.:
D.S.A. App. No.:

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

ORIGINAL CONTRACT SUM.....**$ 46,130.00**

NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....**$ 0.00**

ADJUSTED CONTRACT SUM.....**$ 46,130.00**

NET CHANGE - .....**$ 22,186.31**

Total Change Orders to Date: .....**$ 22,186.31**

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 1.....**$ 68,316.31**

Commencement Date: ..... **May 6th, 2024**
Original Completion Date: ..... **October 18th,2025**
Original Contract Time: .....**530 Calendar Days**
Time Extension for all Previous Change Orders: ..... **N/A**
Time Extension for this Change Order: ..... **45 Days**
Adjusted Completion Date: .....**December 1, 2025**

Percentage .....

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Existing additional circuits that need to be cutover that are not shown on the original prints.		$6,130.31		
2.	Weekend Shutdown and Cutover schedule. (Saturday & Sunday). Customer would like for us to do the electrical cut-over on the weekend to avoid any issues with the regular work crew during the week.		$16,056.00		
3.					
4.					
5.					
6.					
	Totals		$22,186.31		

Total Change Order No. 1 …… $ 22,186.31

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR

APPROVAL (REQUIRED):

ARCHITECT: _____ **DATE:** _____

CONTRACTOR: _____ **DATE:** _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____ **DATE:** _____

FACILITIES DIRECTOR: _____ **DATE:** _____

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:** _____

ASST. SUPT./PURCHASING DIRECTOR: _____ **DATE:** _____

DSA APPROVAL **DATE:** _____

1801 North Ventura Avenue
Ventura, California 93001
Phone: (805) 648-3131
Fax: (805) 648-4806
www.oilfld.com

June 17, 2025

Oxnard School District
1051 South A st.
Oxnard Ca. 93030

RE: OSC Electrical Service Upgrade Project 2024

Proposal for Additional Circuits

Thank you for the opportunity to provide this quote for the noted services. Oilfield Electric & Motor will supply the labor for the LUMP SUM amount of **$6,130.31.** This amount was based upon conditions at the time the quote was prepared and does not include unforeseen circumstances that could not be determined at the time of the job walk.

Scope of Work:

1. Existing additional circuits that need to be cutover that are not shown on the original prints.

Cost:		
JW 32 hours @ 124.00		$3,968.00
Materials		$1,979.23
Tax		$183.08
	TOTAL	**$6,130.31**

General Conditions:

- Pricing is based upon 8 hours per day, 5 days a week at regular rate, unless otherwise specified in this quote.
- Quote is valid for 30 days.
- Pricing assumes contract terms no less favorable than those in general contract.
- Any pricing breakdown in proposal for accounting purposes only.
- Oilfield Electric & Motor shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
- Equipment and materials supplied by the contractor are warranted only to the extent that the same are warranted by the manufacturer.
- Oilfield Electric & Motor shall not be held liable for indirect loss or damage.

Martin Coronado
Estimator/Project Manager
martinc@oilfld.com Cell 805-415-9723

1801 North Ventura Avenue
Ventura, California 93001
Phone: (805) 648-3131
Fax: (805) 648-4806
www.oilfld.com

June 17, 2025

Oxnard School District
1051 South A st.
Oxnard Ca. 93030

RE: OSC Electrical Service Upgrade Project 2024

Proposal for Cutover Schedule

Thank you for the opportunity to provide this quote for the noted services. Oilfield Electric & Motor will supply the labor for the LUMP SUM amount of **$16,056.00**. This amount was based upon conditions at the time the quote was prepared and does not include unforeseen circumstances that could not be determined at the time of the job walk.

Scope of Work:

1.Weekend Shutdown and Cutover schedule. (Saturday & Sunday)
2.Customer would like for us to do the electrical cut-over on the weekend to avoid any issues with the regular work crew during the week.
3. Excluding any Edison extra charges for weekend work.

Cost:

FM 12 hrs. OT & 12 hrs. DT		$5,544.00
JW 24 hrs. OT & 24 hrs. DT		$10,512.00
	TOTAL	**$16,056.00**

General Conditions:

- Pricing is based upon 8 hours per day, 5 days a week at regular rate, unless otherwise specified in this quote.
- Quote is valid for 30 days.
- Pricing assumes contract terms no less favorable than those in general contract.
- Any pricing breakdown in proposal for accounting purposes only.
- Oilfield Electric & Motor shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
- Equipment and materials supplied by the contractor are warranted only to the extent that the same are warranted by the manufacturer.
- Oilfield Electric & Motor shall not be held liable for indirect loss or damage.



Martin Coronado
Estimator/Project Manager
martinc@oilfld.com Cell 805-415-9723

SERVICES AGREEMENT

R24-05061
Requisition Number

P24-05305
Purchase Order Number

23-289
Contract Number

This Services Agreement (the "Agreement") is made and entered into this 1st day of May, 2024 by and between Oxnard School District (hereinafter referred to as "District") and Oilfield Electric & Motor, (hereinafter referred to as "Provider.")

PROVIDER.

Oilfield Electric & Motor Provider	805-648-3131 Telephone Number
1801 N. Ventura Ave Street Address	805-648-4806 Fax Number
Ventura, CA 93001 City, State, Zip code	danh@oilfld.com E-mail Address
95-1538037 Tax Identification or Social Security Number	125250 License Number (if applicable)

A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").

B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS**. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

2. **NATURE OF RELATIONSHIP**. The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.

b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES**. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE**. The term of this Agreement shall commence on May 6, 2024, and terminate on October 18, 2025. 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 affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

   The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:

   a. Personal delivery;

   b. Overnight commercial courier;

   c. Certified or registered prepaid U.S. mail, return receipt requested; or

   d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (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:

Oxnard School District	Oilfield Electric & Motor
District	Provider
Attn: Dana Miller	Attn: Dan Howard
1051 South A Street	1801 N. Ventura Ave.
Street	Street
Oxnard, CA 93030	Ventura, CA 93001
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY**. Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

11. **ADDITIONAL WORK**. If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:

    a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.

    b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

    Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS**. Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

    Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- [x] Hazardous and toxic substances,
- [x] Hazardous waste,
- [x] Universal waste,
- [ ] Medical waste,
- [ ] Biological waste,
- [ ] Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**
Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION**. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE**. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	$ 1,000,000.00	$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

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:

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

f. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

g. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the district.

h. 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	Oilfield Electric & Motor Provider
By:	Lisa A. Franz 5-7-24 Signature	Alan D Fletcher Signature
	Lisa A. Franz Name	Alan D Fletcher Name
	Director, Purchasing Title	President Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

PER ATTACHED BID #23-INF-01 AND AGREEMENT #23-289

WORK SCHEDULE:

START DATE: MAY 6, 2024
END DATE: OCTOBER 18, 2025

SCHEDULE OF FEES

FEES:

Compensation for Services	$ 46,130.00
Actual and Necessary Travel Expenses	$ 0.00
Other Expenses	$ 0.00
Total Amount not to Exceed	$ 46,130.00
Deposit	$ 0.00
Balance Due after Completion of Services	$ 0.00

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

PAYMENT SCHEDULE:

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

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: May 1, 20 24

Provider: Oilfield Electric & Motor

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.

Alan D Fletcher President
Name/ Title of Authorized Representative

Alan D Fletcher 4/25/24
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.

Alan D Fletcher President
Name/ Title of Authorized Representative

Alan D Fletcher 4/25/24
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:

#23-INF-01

Contract Number

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Consent Agenda

Approval of Change Order No. 003 to Construction Services Agreement #24-115 for Edwards Construction Group for the Modernization Project at Ritchen Elementary School (Pifko/Bennett/CFW)

The Board of Trustees approved the Enhanced Master Construct Program that focuses on increasing the number of K-8 school facilities, modernizing and replacing older schools, portable classrooms, and support facilities with permanent K-5 & K-8 schools; all with the 21st Century Learning Environments that meet adopted Board specifications and program requirements.

On September 18, 2024, the Board entered into an agreement with Edwards to serve as the Lease-Leaseback Contractor for the project.

On November 20, 2024, the Board approved Amendment No. 001 to Construction Services Agreement #24-115.

The purpose of Change Order No. 003 is to provide funds for various Potential Change Orders (PCO's).

FISCAL IMPACT:
$71,380.00 – Measure I Bond Funds 215

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order #003 to Agreement #24-115 with Edwards Construction Group, Inc.

ADDITIONAL MATERIALS:

Attached: Change Order No. 003 (28 Pages)
Amendment #1 (24 Pages)
Agreement #24-115, Edwards Construction Group, Inc. (78 Pages)

CHANGE ORDER #003

Date: 11/05/2025 **Change Order NO. 003**

PROJECT: **Ritchen ES Modernization Project**
O.S.D. BID No. **N/A**
O.S.D. Agreement No. 24-115

OWNER: **Oxnard School District**
1051 South A Street
Oxnard, CA. 93030

ARCHITECT: **Arcadis/IBI**
333 S. Hope St. Ste C-200
Los Angeles, CA 90017

CONTRACTOR: **Edwards Construction Group, Inc.**
991 Bennett Ave
Arroyo Grande, CA 93420
Attn: Mr. Brad Edwards

Architects Proj. No.: 12392
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-121078

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

ORIGINAL CONTRACT SUM	**$6,398,235.00**
NET CHANGE - ALL PREVIOUS CHANGE ORDERS	**$ 163,863.08**
ADJUSTED CONTRACT SUM	**$ 6,562,098.08**
NET CHANGE	**$ 71,380.00**
Total Change Orders to Date:	**$ 235,243.08**
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 003	**$ 6,633,478.08**

Anticipated Commencement Date
Actual Commencement Date:
Original Completion Date: **August 30, 2026**
Original Contract Time: **328 Calendar Days**
Time Extension for all Previous Change Orders: **0 Calendar Days**
Time Extension for this Change Order: **0 Calendar Days**
Adjusted Completion Date: **August 30, 2026**
Percentage **0%**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO #21: RFI #35: Peeled Paper at Tack Board Location Phase I – Drywall Overlay				$38,624.58
2.	PCO #37: New Drywall Phase 2 RFI 035		$13,321.32		
3.	PCO #35: CCD 02 Duct Cleaning Phase 1 Only		$19,434.10		
	Totals	$ 0.00	$32,755.42	$ 0.00	$38,624.58

Total Change Order No. 003 ……$ $71,380.00

_____

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR

APPROVAL (REQUIRED):

ARCHITECT: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

RECOMMENDED FOR APPROVAL:

FACILTIES DIRECTOR: _____ DATE: _____

APPROVAL (REQUIRED)

BOARD APPROVAL DATE: _____

ASST.SUPT/PURCHASING DIRECTOR: _____ DATE: _____

EDWARDS

PCO #021

Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420
Phone: (805) 335-1161
Fax: (805) 614-9906

Project: 24-082 - Ritchen Elementary School Modernization LLB
2200 Cabrillo Way
Oxnard, California 93030

Prime Contract Potential Change Order #021: RFI #35: Peeled Paper at Tack Board Location Phase I - Drywall Overlay

TO:	Oxnard School District 1051 South "A" Street Oxnard, California 93030	**FROM:**	Edwards Construction Group, Inc. 991 Bennett Ave Arroyo Grande, California 93420
PCO NUMBER/REVISION:	021 / 1	**CONTRACT:**	P25-03019 - Ritchen Elementary School Modernization LLB
REQUEST RECEIVED FROM:	Ruben Ruiz **(Arcadis)**	**CREATED BY:**	Matthew Hernandez **(Edwards Construction Group, Inc.)**
STATUS:	Pending - Proceeding	**CREATED DATE:**	3/13/2025
REFERENCE:	RFI - 35	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:	Phase 1	**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	10 days	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$38,624.58

POTENTIAL CHANGE ORDER TITLE: RFI #35: Peeled Paper at Tack Board Location Phase I - Drywall Overlay

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
This Change Order covers the cost of performing the drywall overlay in Phase 1 only, as directed in response to RFI 35 and the Design Team Meeting held on 03/11/2025. The work was completed on a T&M basis following the Owner's direction after the onsite condition was assessed.
Scope of work includes:

- Furnishing and installing additional drywall, screws, and J-metal necessary for the overlay.

This cost is specific to Phase 1 only and does not apply to future phases.

ATTACHMENTS:

CE #4.1D Drywall Overlay 9.16.25.pdf

#	Budget Code	Description	Amount
1	09-2900.S Gypsum Board.Commitment	Drywall Overlay and Installation of L Metal Phase I	$36,097.74
		Subtotal:	**$36,097.74**
		Self Perform (15.00%):	$0.00
		Contractor (5.00%):	$1,804.89
		Bond (2.00%):	$721.95
		Grand Total:	**$38,624.58**

Ruben Ruiz (Arcadis)

SIGNATURE **DATE**

Oxnard School District
1051 South "A" Street
Oxnard, California 93030

SIGNATURE **DATE**

Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420

SIGNATURE **DATE**

Division of Pre Con Industries, Inc
PO Box 5728

Toll Free: 1800.928.6650
Direct: 805.928.3397
Fax: 805.928.0977

License #809679

Change in Plans and Specifications

To:	Mathew Hernandez		
Company:	Edwards Construction Group	**Fax:**	
From:	Usvaldo Cardenas	**Date:**	9/4/2025
Project:	Ritchen ES	**Page:**	2
CE #4D	Desription of work: Start overlay in room 177 completed, started overlay in room 178 completed half T&M #124748 6/23/25. Continue overlay room 178 completed, start overlay in room 179 completed T&M #124749 6/24/25. Start overlay room 180 completed, overlay room 174 completed & install corner beed above windows & soffit room 177 & 178 T&M #124750 6/25/25. Start overlay Room 182 completed, start overlay in room 185 completed half T&M #124751 6/26/25. Continue overlay room 185 completed, overlay room 186 completed T&M #124598 6/27/25. 2 Guys prep walls for tape and finish, 2 guys installing L-Metal & 1 guy installing cornerbead	**-**	

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:

Desription of work: Start overlay in room 177 completed, started overlay in room 178 completed half T&M #124748 6/23/25. Continue overlay room 178 completed, start overlay in room 179 completed T&M #124749 6/24/25. Start overlay room 180 completed, overlay room 174 completed & install corner beed above

Labor:	**$ 25,954.00**
Material & Equip:	**$ 6,862.13**
Overhead/Profit 10%:	**$ 3,281.61**
Tapping Credit Back:	**$ (3,640.00)**
	$ 36,097.74

For which an add of **$ 36,097.74** is made to contract price and an additional (9) work days is added to scope.

CHANGE AUTHORIZED BY:
Signed _____ _____

CONFIDENTAL

CE #4D

PRIME CONTRACTORS: EDWARDS CONSTRUCTION GROUP **Project #** RITCHEN ES 9/4/2025

Desription of work: Start overlay in room 177 completed, started overlay in room 178 completed half T&M #124748 6/23/25. Continue overlay room 178 completed, start overlay in room 179 completed T&M #124749 6/24/25. Start overlay room 180 completed, overlay room 174 completed & install corner beed above windows & soffit room 177 & 178 T&M #124750 6/25/25. Start overlay Room 182 completed, start overlay in room 185 completed half T&M #124751 6/26/25. Continue overlay room 185 completed, overlay room 186 completed T&M #124598 6/27/25. 2 Guys prep walls for tape and finish, 2 guys installing L-Metal & 1 guy installing cornerbeed T&M #124599 6/30/25. Start tapping 2 guys start 1st coat T&M #124600 7/1/25. 3 guys start 2nd coat & mud around windows, 1 guy installing 1/4" L Metal T&M #124740 7/2/25. 2 guys box all joints & screw heads T&M #124741 7/3/25.

	Hours	Daily Rate	Days	Extended Amounts			# of hours	Labor Class	Hourly Rate		Extended Amounts
BOOM LIFT		375.00	0	$ -					REG.	O.T	
19' SCISSOR LIFT		172.00	0	$ -							
FORKLIFT		525.00	0	$ -							$ -
PLASMA CUTTER		120.00	0	$ -							
MIG WELDER		280.00	0	$ -	Layout & Direction		50.00	FOREMAN	$ 145.00		$ 7,250.00
HOTEL		200.00	0	$ -	Drywall Overlay		112.00	CARPENTER	$ 138.00		$ 15,456.00
FUEL ($250 x 4 WEEKS)			0	$ -			-	HANGER	$ 138.00		$ -
TRUCK (Pick up & Deliver Insulation)		150.00	0	$ -	Install L Metal, Cornerbeed & Prep Walls for Finish		56.00	TAPER	$ 123.00		$ 6,888.00
			0	$ -	Credit Back Taping owed by contract at patchs only		(28.00)	LABOR	$ 130.00		$ (3,640.00)
			0	$ -			-	HM FRAMES	$ -		$ -
			0	$ -							
			SUB TOTAL	$ -							
						Total Drywall					
						Total Lineal Foot					
											$ 25,954.00

`

Description	Quantity	Unit No.	Total
Room 177			
SHEET OF DRYWALL 4'x8'x1/4"	15	EA	$330.00
SHEET OF DRYWALL 4'x12'x5/8"	9	EA	$216.00
Room 178			
SHEET OF DRYWALL 4'x8'x1/4"	26	EA	$572.00
SHEET OF DRYWALL 4'x12'x5/8"	2	EA	$48.00
Room 179			
SHEET OF DRYWALL 4'x8'x1/4"	26	EA	$572.00
SHEET OF DRYWALL 4'x12'x5/8"	2	EA	$48.00
Room 180			
SHEET OF DRYWALL 4'x8'x1/4"	15	EA	$330.00
SHEET OF DRYWALL 4'x12'x5/8"	10	EA	$240.00
Room 174			
SHEET OF DRYWALL 4'x8'x1/4"	15	EA	$330.00
SHEET OF DRYWALL 4'x12'x5/8"	11	EA	$264.00
Room 182			
SHEET OF DRYWALL 4'x8'x1/2"	16	EA	$368.00
SHEET OF DRYWALL 4'x12'x5/8"	11	EA	$264.00

Equipment & Materials Cost	A	$ 6,310.00
8.75% tax on Material & equipment	B	$ 552.13
Total Material, & Equipment Cost	C	$ 6,862.13
Total Labor Cost	D	$ 25,954.00
Labor & Material Subtotal Cost	E	$ 32,816.13
10% Profit & Overhead	E	$ 3,281.61
Sub total Cost	G	**$ 36,097.74**

Total Cost	I	**$ 36,097.74**

Room 185			
SHEET OF DRYWALL 4'x8'x1/4"	17	EA	$374.00
SHEET OF DRYWALL 4'x12'x5/8"	8	EA	$192.00
Room 186			
SHEET OF DRYWALL 4'x8'x1/4"	16	EA	$352.00
SHEET OF DRYWALL 4'x12'x5/8"	8	EA	$192.00
Misc Materials			
8ft Cornerbeed - 1 Box/ 75pcs	1	EA	$205.00
10ft Cornerbeed - 1 Box/ 60pcs	1	EA	$205.00
Drywall Adhesive 28oz Tube	12	EA	$108.00
1 1/4" Drywall Screw Box	2	EA	$160.00
2" Drywall Screw Box	2	EA	$170.00
2 1/2" Drywall Screw Box	2	EA	$210.00
5/8" J Metal Box/ 40pcs	0	EA	$0.00
1/2" J Metal Box/ 40pcs	0	EA	$0.00
1/4" J Beed Box/ 50pcs "Special Order" + Freight	0	EA	$0.00
ROLL OF PAPER TAPE	0	EA	$0.00
BAG OF FAST SET COMPOUND 40 MIN	0	EA	$0.00
BOX OF TAPPING COMPOUND	40	EA	$560.00
		Total	$6,310.00

E98

Premier DRYWALL
P.O. Box 5728
Santa Maria, CA 93456-5728
Telephone: (805) 928-3397
Fax: (805) 928-0977
License #809679

Date: 6/23/25 MONDAY
Job: KITCHEN EJ
Job #: 5451
№ 124748

AUTHORIZATION TO PERFORM EXTRA WORK

PART A. "OVERLAY"

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

STARTED OVERLAY IN RM 177 COMPLETED
STARTED OVERLAY IN RM 178 COMPLETED HALF

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.) LORI Hoyt

ORDER REFERENCE.....

(Address)

PART B. Authorizing Signature: 6/23

MATERIALS: (Description)

RM 177 - 4x12x5/8 - 9 SHEETS
- 4x8x1/4 - 15 SHEETS
RM 178 - 4x12x5/8 - 8 SHEETS
- 4x8x1/4 - 26 SHEETS

LABOR: (2 men x 8hrs each)

8 Hrs. Foreman | 16 Hrs. Drywall Carpenter | Hrs. Laborers
Hrs. Drywall Taper

EQUIPMENT: CFW TO REVIEW

Hrs. Zoom Boom | Hrs. Laser | Hrs. Mig/ARC Welder
Hrs. Fork Lift | Hrs. Saw | Hrs. Scissor Lift
1 DAY Hrs. Truck | 1 DAY No. Blades | Hrs. Misc. Equipment
HOTEL RM

COMPLETED BY:
Premier Drywall

Part A of this form must be completed **BEFORE** work is done.

Premier DRYWALL
P.O. Box 5728
Santa Maria, CA 93456-5728
Telephone: (805) 928-3397
Fax: (805) 928-0977
License #809679

Date: 6/24/25 TUESDAY
Job: KITCHEN #1
Job #: 5451
№ 124749

AUTHORIZATION TO PERFORM EXTRA WORK

PART A. "OVER-LAY"

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

CONTINUE OVERLAY RM 178 - COMPLETED
START OVER LAY RM 179 - COMPLETED

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

ORDER REFERENCE.....

(Name of Co.) JOR Tim Hoyt

(Address)

PART B. Authorizing Signature: 6/24

MATERIALS: (Description)

RM-179 4x8x1/4 - 26 SHEETS
4x12x5/8 - 2 SHEETS

LABOR: (2 men x 8 hrs each)

4 Hrs. Foreman
16 Hrs. Drywall Carpenter
Hrs. Laborers
Hrs. Drywall Taper

EQUIPMENT: CFW TO REVIEW

Hrs. Zoom Boom
Hrs. Laser
Hrs. Mig/ARC Welder
Hrs. Fork Lift
Hrs. Saw
Hrs. Scissor Lift
1 DAY Hrs. Truck
1 DAY No. Blades HOTEL RM
Hrs. Misc. Equipment

COMPLETED BY:

Premier Drywall

Part A of this form must be completed **BEFORE** work is done.

Premier DRYWALL
P.O. Box 5728
Santa Maria, CA 93456-5728
Telephone: (805) 928-3397
Fax: (805) 928-0977
License #809679

Date: 6/25/25 (WED)
Job: KITCHEN EO
Job #: 5451
№ 124750

AUTHORIZATION TO PERFORM EXTRA WORK

PART A. "OVER-LAY"

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

START OVERLAY RM 180 - COMPLETED
START OVERLAY RM 174 - COMPLETED
INSTALL CORNER BEAD AROUND WINDOWS & SOFFIT @ RM 177 & 178

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

ORDER REFERENCE.....

(Name of Co.) IOR Tim Hoyt

(Address) _____

PART B.

Authorizing Signature: _____ 6/2

MATERIALS: (Description)

RM 180 - 4x8x1/4 - 15 SHEETS
4x12x5/8 - 10 SHEETS
RM 174 - 4x8x1/4 - 15 SHEETS
4x12x5/8 - 11 SHEETS

LABOR:

8 Hrs. Foreman
16 Hrs. Drywall Carpenter
_____ Hrs. Laborers
_____ Hrs. Drywall Taper

EQUIPMENT:

CFW TO REVIEW

_____ Hrs. Zoom Boom
_____ Hrs. Laser
_____ Hrs. Mig/ARC Welder
_____ Hrs. Fork Lift
_____ Hrs. Saw
_____ Hrs. Scissor Lift
1 DAY Hrs. Truck
1 DAY No. Blades
_____ Hrs. Misc. Equipment
HOTEL RM

COMPLETED BY: _____
Premier Drywall

Part A of this form must be completed **BEFORE** work is done.

998

Premier DRYWALL
P.O. Box 5728
Santa Maria, CA 93456-5728
Telephone: (805) 928-3397
Fax: (805) 928-0977
License #809679

Date: 6/26/25 THURSDAY
Job: KITCHEN EO
Job #: 5451
№ 124751

AUTHORIZATION TO PERFORM EXTRA WORK

FRIDAY

PART A. "OVER-LAY"

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

START OVERLAY RM 182 COMPLETED
START OVERLAY RM 185 - COMPLETED / HALF

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.) 182 Tim Hall

ORDER REFERENCE.....

(Address)

PART B. Authorizing Signature: 6/26

MATERIALS: (Description)

RM 182 - 4x8x1/2 - 16 SHEETS
4x12x5/8 - 11 SHEETS

(2 men x 8 hrs each)

LABOR:

2 Hrs. Foreman
16 Hrs. Drywall Carpenter
____ Hrs. Laborers
____ Hrs. Drywall Taper

EQUIPMENT:

(FW to REVIEW
____ Hrs. Zoom Boom
____ Hrs. Laser
____ Hrs. Mig/ARC Welder
____ Hrs. Fork Lift
____ Hrs. Saw
____ Hrs. Scissor Lift
1 DAY Hrs. Truck
1 DAY ~~No. Blades~~ HOTEL RM
____ Hrs. Misc. Equipment

COMPLETED BY: _____
Premier Drywall

Part A of this form must be completed **BEFORE** work is done.

Premier DRYWALL
P.O. Box 5728
Santa Maria, CA 93456-5728
Telephone: (805) 928-3397
Fax: (805) 928-0977
License #809679

Date: 6/27/25 FRIDAY
Job: KITCHEN ES
Job #: 5451
№ 124598

AUTHORIZATION TO PERFORM EXTRA WORK

PART A. "OVER-LAY"

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

CONTINUE W/OVERLAY RM 185 COMPLETED
START W/OVERLAY RM 186 COMPLETED

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY

ORDER REFERENCE.....

(Name of Co.) 102 Tim Hatt

(Address)

PART B. Authorizing Signature: 6/27

MATERIALS: (Description)

RM-185 4x8x1/4 - 17 SHEETS
4x12x1/2 - 8 SHEETS
RM 186 4x8x1/4 - 16 SHEETS
4x12x1/2 - 8 SHEETS
8FT - CORNERBEED - 1 Box
10FT - CB - 1 Box
LIQUID NAIL - 1 Box
1 1/4 SCREWS - 2 Box

LABOR:

(2 men x 8 hrs each)

8 Hrs. Foreman
16 Hrs. Drywall Carpenter
Hrs. Laborers
Hrs. Drywall Taper

2 1/2 - 2 Box
2" - 2 Box

EQUIPMENT:

CFW to REVIEW

Hrs. Zoom Boom
Hrs. Laser
Hrs. Mig/ARC Welder
Hrs. Fork Lift
Hrs. Saw
Hrs. Scissor Lift
1 DAY Hrs. Truck
1 DAY No. Blades
Hrs. Misc. Equipment
HOTEL RM

COMPLETED BY:
Premier Drywall

Part A of this form must be completed **BEFORE** work is done.

Premier DRYWALL
P.O. Box 5728
Santa Maria, CA 93456-5728
Telephone: (805) 928-3397
Fax: (805) 928-0977
License #809679

Date: 6/30/25
Job: KITCHEN ES
Job #: 5451

№ 124599

AUTHORIZATION TO PERFORM EXTRA WORK

PART A. "PREP WALLS & TAPPING & FINISH"

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

2 GUYS PREP WALLS & TAPPING & FINISH
2 GUYS START INSTALLING L-METAL 1/2" & 5/8"
1 GUY FINISH W/ CORNERBEED

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.) _____ 7/7

ORDER REFERENCE.....

(Address) _____

PART B. Authorizing Signature: _____

MATERIALS: (Description)

LABOR:

8 Hrs. Foreman | 32 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~~ | 1 DAY ~~No. Blades~~ HOTEL | _____ Hrs. Misc. Equipment

COMPLETED BY: _____
Premier Drywall

Part A of this form must be completed **BEFORE** work is done.

Premier DRYWALL
P.O. Box 5728
Santa Maria, CA 93456-5728
Telephone: (805) 928-3397
Fax: (805) 928-0977
License #809679

Date: 7/1/25
Job: KITCHEN ES
Job #: 5451

№ 124600

AUTHORIZATION TO PERFORM EXTRA WORK

PART A. "START TAPPING"

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

2 GUYS START 1ST COAT

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY 7/7

(Name of Co.) _____

ORDER REFERENCE.....

(Address) _____

PART B. Authorizing Signature: _____

MATERIALS: (Description)

LABOR:

2 Hrs. Foreman | 16 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~~ | 1 DAY ~~No. Blades~~ HOTEL | _____ Hrs. Misc. Equipment

COMPLETED BY: _____
Premier Drywall

Part A of this form must be completed **BEFORE** work is done.

Premier DRYWALL
P.O. Box 5728
Santa Maria, CA 93456-5728
Telephone: (805) 928-3397
Fax: (805) 928-0977
License #809679

Date: 7/2/25
Job: RITCHEN ES
Job #: 5451

№ 124740

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

3 GUYS START 2ND COAT & MUD AROUND WINDOWS
1 GUY INSTALLING 1/4" J-METAL

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.) 7/7

ORDER REFERENCE.....

(Address)

PART B.

Authorizing Signature:

MATERIALS: (Description)

LABOR:

8 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

1 DAY ~~Hrs.~~ Truck 1 DAY No. ~~Blades~~ HOTEL ____ Hrs. Misc. Equipment

COMPLETED BY:

Premier Drywall

Part A of this form must be completed **BEFORE** work is done.

Premier DRYWALL
P.O. Box 5728
Santa Maria, CA 93456-5728
Telephone: (805) 928-3397
Fax: (805) 928-0977
License #809679

Date: 7/3/25
Job: KITCHEN ET
Job #: 5451

№ 124741

AUTHORIZATION TO PERFORM EXTRA WORK

PART A.

THE FOLLOWING WORK IS AUTHORIZED: (Give location & nature of work)

2 GUYS BOXED ALL JOINTS & ~~NAILS~~ SCREW HEADS

TERMS: Net 30 days. Overdue accounts subject to 2% per month service charge; plus an additional 35% collection charge after 30 days.

AUTHORIZED BY 7/6

(Name of Co.)

ORDER REFERENCE.....

(Address)

PART B.

Authorizing Signature:

MATERIALS: (Description)

LABOR:

2 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

1 DAY ~~Hrs.~~ Truck 1 DAY No. ~~Blades~~ HOTEL ____ Hrs. Misc. Equipment

COMPLETED BY:

Premier Drywall

Part A of this form must be completed **BEFORE** work is done.

EDWARDS

PCO #35

Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420
Phone: (805) 335-1161
Fax: (805) 614-9906

Project: 24-082 - Ritchen Elementary School Modernization LLB
2200 Cabrillo Way
Oxnard, California 93030

Prime Contract Potential Change Order #35: CCD 02 Duct Cleaning Phase 1 Only

TO:	Oxnard School District 1051 South "A" Street Oxnard, California 93030	**FROM:**	Edwards Construction Group, Inc. 991 Bennett Ave Arroyo Grande, California 93420
PCO NUMBER/REVISION:	35 / 1	**CONTRACT:**	P25-03019 - Ritchen Elementary School Modernization LLB
REQUEST RECEIVED FROM:	Ruben Ruiz **(Arcadis)**	**CREATED BY:**	Matthew Hernandez **(Edwards Construction Group, Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	7/14/2025
REFERENCE:	CCD 02	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:	Phase 1	**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	18 days	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$19,434.10

POTENTIAL CHANGE ORDER TITLE: CCD 02 Duct Cleaning Phase 1 Only

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
This change order covers the cost for duct cleaning as indicated in CCD-02. Both return ducts and supply's will be cleaned under this scope. Pricing includes cleaning for phase 1 only.

Back up quote #18R1 pertains to CCD 02 duct cleaning note while #26 pertains to the response on RFI #68.

Please note that this price does not include any duct repairs or replacements that may be required as a result of the cleaning process. It has been noted that some of the existing ductwork is brittle and may become damaged during cleaning. Any necessary repairs or replacements will be addressed under a separate change order.

ATTACHMENTS:
COR#018R1.pdf , _COR #026- Penn Duct Cleaning Supply ducts.pdf

#	Budget Code	Description	Amount
1	PCO-035.S Potential Change Order 35.Commitment	CCD 02 Duct Cleaning of Return's (Smith)	$10,163.26
2	PCO-035.S Potential Change Order 35.Commitment	Duct cleaning for Supply's (Smith)	$6,447.08
		Subtotal:	**$16,610.34**
		Self Perform (15.00%):	$0.00
		Subcontractor (10.00%):	$1,661.03
		Contractor (5.00%):	$830.52
		Bond (2.00%):	$332.21
		Grand Total:	**$19,434.10**

Ruben Ruiz (Arcadis)

SIGNATURE **DATE**

Oxnard School District
1051 South "A" Street
Oxnard, California 93030

SIGNATURE **DATE**

Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420

SIGNATURE **DATE**

Extra Work Proposal
Labor and Material Breakdown

Smith MECHANICAL - ELECTRICAL - PLUMBING LIC. NO. 420418

Job # : 60110037 Date : 7/15/2025

Job Name : Ritchen ES Extra Work Proposal # : 18-R1

Description of work:

Pricing for Duct cleaning to be Done for phase 1 only as requested

Pricing Breakdown:

Sheet Metal-Field		$	446.52
Project Support		$	316.74
Subcontracts		$	9,400.00
TOTAL COST		$	10,163.26
+ Overhead & Profit	10%	$	1,016.32
Total Extra Work Proposal Price		**$**	**11,179.58**

Time extension required because of labor added by this change is 0.5 workdays

This proposal includes 4 straight time field hours, - overtime field hours,

- double time field hours, & - shift work field hours.

Smith MEP is:

Proceeding with this work: _____ Waiting for authorization: X

This price does not include any cutting or patching of drywall, electrical, painting, or other general construction. The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or causes beyond our control, we will submit those costs at that time.

Submitted by: **Ted O'Brien** Date: 7/15/2025

Project Manager

Approved by: _____ Date: _____

Signature

EWP #: 18-R1

Job #: 60110037

Job Name: Ritchen ES

Extra Work Proposal Breakdown

Date: 7/15/2025

SHEET METAL - FIELD INSTALL	UNITS	HRS (ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	LABOR RATE	LABOR $	MATERIAL $	TOTAL $
Sheet Metal - Tickets		**HRS (ST)**	**HRS (OT)**	**HRS (DT)**	**HRS (SHIFT)**	**LABOR RATE**	**LABOR $**	**MATERIAL $**	**TOTAL $**
SM Journeyperson		2.0				$ 106.86	$ 213.72	$ -	$ 213.72
SM Foreperson		2.0				$ 116.40	$ 232.80	$ -	$ 232.80
Sheet Metal Field Totals:		4.0	0.0	0.0	0.0		$ 446.52	$ -	**$ 446.52**
PROJECT SUPPORT		**HRS (ST)**	**HRS (OT)**	**HRS (DT)**	**HRS (SHIFT)**	**LABOR RATE**	**LABOR $**		**TOTAL $**
Project Managers		2.0				$ 158.37	$ 316.74		$ 316.74
Project Support Totals:		2.0	0.0	0.0	0.0		$ 316.74	$ -	**$ 316.74**
SUBCONTRACTS									**TOTAL $**
Duct cleaning -Penn Air Duct Cleaning									$ 9,400.00
Subcontract Total:									**$ 9,400.00**

Extra Work Proposal
Labor and Material Breakdown

Job # : 60110037 Date : 8/6/2025

Job Name : Ritchen ES Extra Work Proposal # : 26

Description of work:

All costs associated with cleaning the supply air ducts that are not shown on the plans and were called out to be cleaned in a recent job walk with the IOR and Edwards Construction. Included cleaning the dirt from AHU-5 as discussed also , and changing the filters

Pricing Breakdown:

Subcontracts		$	6,240.00
General Conditions		$	237.08
TOTAL COST		$	6,477.08
+ Overhead & Profit	10%	$	647.70
Total Extra Work Proposal Price		**$**	**7,124.78**

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: **Ted O'Brien** Date: 8/6/2025

Project Manager

Approved by: _____ Date: _____

Signature

EWP #: 26

Job #: 60110037

Job Name: Ritchen ES

Extra Work Proposal Breakdown

Date: 8/6/2025

SUBCONTRACTS									TOTAL $
Approx 48 hurs (2 shifts x 3 man crew) Penn Duct cleaning									$ 6,240.00
Subcontract Total:									**$ 6,240.00**

GENERAL CONDITIONS		QTY or HRS(ST)	HRS (OT)	HRS (DT)	HRS (SHIFT)	RATE	LABOR $		TOTAL $
General Foreperson - Mechanical		2.0				$ 118.54	$ 237.08		$ 237.08
General Conditions Total:		0.0	0.0	0.0	0.0		$ 237.08		**$ 237.08**

EDWARDS

PCO #37

Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420
Phone: (805) 335-1161
Fax: (805) 614-9906

Project: 24-082 - Ritchen Elementary School Modernization LLB
2200 Cabrillo Way
Oxnard, California 93030

Prime Contract Potential Change Order #37: New Drywall Phase 2 RFI 035

TO:	Oxnard School District 1051 South "A" Street Oxnard, California 93030	**FROM:**	Edwards Construction Group, Inc. 991 Bennett Ave Arroyo Grande, California 93420
PCO NUMBER/REVISION:	37 / 0	**CONTRACT:**	P25-03019 - Ritchen Elementary School Modernization LLB
REQUEST RECEIVED FROM:		**CREATED BY:**	Matthew Hernandez **(Edwards Construction Group, Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	9/30/2025
REFERENCE:	RFI - 35	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:	Phase 2	**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	6 days	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$13,321.32

POTENTIAL CHANGE ORDER TITLE: New Drywall Phase 2 RFI 035

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
This Change Order covers the cost of furnishing and installing new drywall in Phase 2 classrooms only. The wall conditions in Phase 2 are consistent with those encountered in Phase 1. In order to properly adhere the tack and marker boards, new drywall must be installed in these areas.
This is a lump sum cost of approximately $2,489.96 per classroom, which is more cost-effective than the time and materials tracked during Phase 1.
Scope of Work:

- Furnish and install additional drywall as required for tack and marker board installation.

This cost applies to Phase 2 only and will not extend to future phases. Pricing does not include demo.

ATTACHMENTS:
CE #7 Phase 2 Additional Gyp Materials & Labor.pdf

#	Budget Code	Description	Amount
1	PCO-037.S Potential Change Order 37.Commitment	Drywall overlay phase 2	$12,449.83
		Subtotal:	**$12,449.83**
		Self Perform (15.00%):	$0.00
		Contractor (5.00%):	$622.49
		Bond (2.00%):	$249.00
		Grand Total:	**$13,321.32**

Ruben Ruiz (Arcadis)

Oxnard School District
1051 South "A" Street
Oxnard, California 93030

Edwards Construction Group, Inc.
991 Bennett Ave
Arroyo Grande, California 93420

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

Division of Pre Con Industries, Inc
PO Box 5728

Toll Free: 1800.928.6650
Direct: 805.928.3397
Fax: 805.928.0977

License #809679

Change in Plans and Specifications

To:	Mathew Hernandez		
Company:	Edwards Construction Group	**Fax:**	
From:	Usvaldo Cardenas	**Date:**	9/24/2025
Project:	Ritchen ES	**Page:**	2
CE #7	Desription of work: This Change Order (Phase 2) covers only the additional drywall and labor required beyond what was originally included in the initial bid. The initial estimate allowed for approximately 7 sheets of drywall per classroom for patch-back, totaling 35 sheets across the 5 classrooms in Phase 2. However, in order to fully cover the walls back to 100%, a total of 142 sheets will be required. The additional cost reflects only this increase in material and associated labor. Please note: We are not charging any extra for taping — that is being provided at	-	

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:

Desription of work: This Change Order (Phase 2) covers only the additional drywall and labor required beyond what was originally included in the initial bid. The initial estimate allowed for approximately 7 sheets of drywall per classroom for patch-back, totaling 35 sheets across the 5 classrooms in Phase 2.

Labor:	**$**	**8,832.00**
Material & Equip:	**$**	**2,486.03**
Overhead/Profit 10%:	**$**	**1,131.80**
	$	**12,449.83**

For which an add of **$ 12,449.83** is made to contract price and an additional (4) work days is added to scope.

CHANGE AUTHORIZED BY:
Signed _____ _____

CONFIDENTAL

CE #7

PRIME CONTRACTORS: EDWARDS CONSTRUCTION GROUP **Project #** RITCHEN ES 9/24/2025

Desription of work: This Change Order (Phase 2) covers only the additional drywall and labor required beyond what was originally included in the initial bid. The initial estimate allowed for approximately 7 sheets of drywall per classroom for patch-back, totaling 35 sheets across the 5 classrooms in Phase 2.
However, in order to fully cover the walls back to 100%, a total of 142 sheets will be required. The additional cost reflects only this increase in material and associated labor.
Please note: We are not charging any extra for taping — that is being provided at no additional cost. per email and direction by Edwards Construction.

	Hours	Daily Rate	Days	Extended Amounts			# of hours	Labor Class	Hourly Rate		Extended Amounts
BOOM LIFT		375.00	0	$ -					REG.	O.T	
19' SCISSOR LIFT		172.00	0	$ -							$ -
FORKLIFT		525.00	0	$ -							
PLASMA CUTTER		120.00	0	$ -							
MIG WELDER		280.00	0	$ -			-	FOREMAN	$ 145.00		$ -
HOTEL		200.00	0	$ -	2 Guys 4 days to hang the additional 89 sheets		64.00	CARPENTER	$ 138.00		$ 8,832.00
FUEL ($250 x 4 WEEKS)			0	$ -			-	HANGER	$ 138.00		$ -
TRUCK (Pick up & Deliver Materials)		150.00	1	$ 150.00			-	TAPER	$ 123.00		$ -
			0	$ -			-	LABOR	$ 130.00		$ -
			0	$ -			-	HM FRAMES	$ -		$ -
			0	$ -							
			SUB TOTAL	$ 150.00							
						Total Drywall					
						Total Lineal Foot					
											$ 8,832.00

`

Description	Quantity	Unit No.	Total
Misc Materials			
8ft Cornerbeed - 1 Box/ 75pcs	0	EA	$0.00
10ft Cornerbeed - 1 Box/ 60pcs	0	EA	$0.00
Drywall Adhesive 28oz Tube	0	EA	$0.00
1 1/4" Drywall Screw Box	0	EA	$0.00
2" Drywall Screw Box	0	EA	$0.00
2 1/2" Drywall Screw Box	0	EA	$0.00
5/8" J Metal Box/ 40pcs	0	EA	$0.00
1/2" J Metal Box/ 40pcs	0	EA	$0.00
1/4" J Beed Box/ 50pcs "Special Order" + Freight	0	EA	$0.00
ROLL OF PAPER TAPE	0	EA	$0.00
BAG OF FAST SET COMPOUND 40 MIN	0	EA	$0.00
BOX OF TAPPING COMPOUND	0	EA	$0.00
0362S162-054 Stud @10ft	0	LF	$0.00
0362T162-054 Track @10ft	0	LF	$0.00
3M Dust Mask Case	0	EA	$0.00
12ga Wire Rolls 4ft	0	EA	$0.00
Duct Tape 2"	0	EA	$0.00
SHEET OF DRYWALL 4'x12'x5/8"	89	EA	$2,136.00

Equipment & Materials Cost	A	$ 2,286.00
8.75% tax on Material & equipment	B	$ 200.03
Total Material, & Equipment Cost	C	$ 2,486.03
Total Labor Cost	D	$ 8,832.00
Labor & Material Subtotal Cost	E	$ 11,318.03
10% Profit & Overhead	E	$ 1,131.80
Sub total Cost	G	**$ 12,449.83**
Total Cost	I	**$ 12,449.83**

		Total	$2,136.00



Amendment No. 001 to Construction Services Agreement No. 24-115

The Construction Services Agreement No. 24-115 ("Agreement") entered into on September 18, 2024, by and between the Oxnard School District ("District") and Edwards Construction Group ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 001 to the Construction Services Agreement No. 24-115 ("Amendment") that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Ritchen Elementary School Modernization Project for the District's Master Construct and Implementation Program;

WHEREAS, the District operates Ritchen Elementary School located at 2200 Cabrillo Way, Oxnard, CA 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new 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 Edwards Construction Group to construct thru the completion and occupancy of the Ritchen Modernization Project;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

AMENDMENT

The Parties agree to add 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 A attached.

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

The GMP for the Project shall be **Six Million Three Hundred Ninety-Eight Thousand Two Hundred Thirty-Five Dollars and No Cents ($6,398,235.00)**. The GMP consists of Sublease Payments in the amount of **$54,506.06** per month for **6** months for a total lease value of **Three Hundred Twenty Thousand Dollars and No Cents ($320,000.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in Exhibit A attached herewith.

The Parties agree that all other provisions of the Services Agreement No. 24-115 entered into and executed by the Parties on August 23, 2024 remain in full force and effect. Provider agrees that any provisions, limitations and exclusions in its proposal are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

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: _____ 10/2/24
Melissa Reyes, Director, Purchasing Date:

EDWARDS CONSTRUCTION GROUP:

By: _____ 11/11/2024
Brad Edwards, President Date:

EXHIBIT A

Scope of Work (Plans & Specifications)

Ritchen Elementary School – 2200 Cabrillo Way Oxnard CA 93030

Plans and Specifications as prepared by Arcadis. DSA Application Number 03-121078. DSA file number 56-22

SUBLEASE

This Sublease (hereinafter referred to as the "Sublease") is entered into this 20th day of November, 2024, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") as lessor, and Edwards Construction Group, Inc., with its principal place of business at 991 Bennett Avenue, Arroyo Grande, CA 93420 (hereinafter referred to as "Contractor") as sub-lessor.

RECITALS

WHEREAS the District deems it essential for its own governmental purpose to finance the installation and construction of certain public improvements more fully described in **Exhibit A** to that certain Construction Services Agreement between the District and Contractor dated the date hereof (the "Project") situated at Ritchen Elementary School, 2200 Cabrillo Way, Oxnard, CA 93030, within the District as more fully set forth in Exhibit A of the site lease between the District and Contractor dated the date hereof (the "Site Lease") (The land and the real property improvements described in the Site Lease and the Construction Services Agreement are herein collectively referred to as the "Site"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for an additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, pursuant to Section 17406 of the California Education Code, the District is leasing the Site to Contractor pursuant to the Site Lease in consideration of Contractor subleasing the Site, including the Project, to the District pursuant to the terms of this Sublease; and

WHEREAS, the District and Contractor agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide payments pursuant to this Sublease on the dates and in the amounts set forth in **Exhibit A** of this Sublease which is incorporated by this reference.

NOW, THEREFORE, in consideration of the promises and covenants and conditions contained herein, the parties agree as follows:

SECTION 1. Sublease

Contractor hereby leases from and subleases to the District, and the District hereby leases to and subleases from Contractor, the Site including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the term of this Sublease.

SECTION 2. Term

(a) The term of the Sublease (the 'Term") shall become effective upon the authorized execution of this Sublease and shall terminate twelve months after the earlier of the following two events:

(1) The date the District takes beneficial occupancy of the final phase of the Project; or

(2) The date of substantial completion, as defined in Article 7.2.2 of the General Conditions.

(b) The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:

(1) An Event of Default by the District as defined herein and Contractor's election to terminate this Sublease as permitted herein; or

(2) An Event of Default by Contractor as defined herein and the District's election to terminate this Sublease as permitted herein; or

(3) Consummation of the District's purchase option pursuant to Section 20 of this Sublease.

SECTION 3. Representations and Warranties of the District

The District represents and warrants to Contractor that:

(a) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party by which it or its property is bound.

(b) The Project and the Site are essential to the District in the performance of its governmental functions and their estimated useful life to the District exceeds the term of this Sublease.

(c) The District will take such action as may be necessary to include all Tenant Improvement Payments and Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Tenant Improvement Payments and Sublease Payments.

(d) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(e) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and, further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site is maintained under the Sublease.

SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing as a corporation and licensed contractor under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents.

(c) The execution, delivery and performance of this Sublease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party by which it or its property is bound.

(d) There is no pending or, to the best knowledge of Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Sublease.

(e) Contractor will not mortgage or encumber the Site or the Sublease or assign this Sublease or its rights to receive Tenant Improvement Payments or Sublease Payments hereunder, except as permitted herein.

(f) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been identified during the site-visit in accordance with the indemnification contained in the General Conditions.

(g) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

SECTION 5. Construction/Acquisition

(a) The District has entered into a Construction Services Agreement and the Site Lease with Contractor in order to acquire and construct the Project. The cost of the acquisition, construction and installation of the Project as well as the obligations under this Sublease are determined by the Guaranteed Maximum Price as determined in Section 5 of the Construction Services Agreement.

(b) In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, the District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Tenant Improvement Payments and Sublease Payments which become due to Contractor under this Sublease, provided however that the District shall not be required to appropriate said funds in the event that the District determines in good faith that exigent circumstances have arisen that require District to reduce its budget and not appropriate funds for the payments required hereunder. Any such failure to appropriate funds in any year subsequent to the initial year of this

Sublease shall be deemed a termination for convenience and shall be subject to the provisions of the General Conditions.

SECTION 6. Payments

(a) The District shall pay Contractor the Tenant Improvement Payments and the Sublease Payments as set forth in **Exhibit A** hereof, at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing.

(b) If the District determines that the work is delayed so that Contractor shall not be able to deliver the work pursuant to the construction schedule required by the Construction Services Agreement (the "Construction Schedule"), the District shall be entitled to withhold a reasonable amount from the Tenant Improvement Payments and/or the Sublease Payments then due to cover the damages for delay. Once the District has determined that the work has been performed pursuant to the approved construction schedule, the District shall be obligated to release any funds withheld pursuant to this Paragraph.

(c) The obligation of the District to pay Tenant Improvement Payments and the Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the District.

SECTION 7. Fair Rental Value

The Tenant Improvement Payments and the Sublease Payments shall be paid by the District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term of this Sublease. The parties hereto have agreed and determined that such total Tenant Improvement Payments and Sublease Payments are not in excess of the fair rental value of the Project and the Site. In making such determination, consideration has been given to the fair market value of the Project and the Site, other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes and insurance), the obligations under the Construction Services Agreement, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the ability of the District to make additions, modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement and which do not interfere with Contractor's work on the Project and the Site.

SECTION 8. Sublease Abatement

In addition to delay of payments provided in Section 6, above, Tenant Improvement Payments and Sublease Payments due hereunder with respect to the Project shall be subject to abatement prior to the commencement of the use of the Project or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of

possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on: i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of the Tenant Improvement Payments and the Sublease Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District in concert with its insurance provider. Contractor's right to dispute these decisions is not impaired. The amount of abatement shall be such that the Tenant Improvement Payments and the Sublease Payments paid by the District during the period of Project restoration do not exceed the fair rental value of the usable portions of the Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

SECTION 9. Use of Site and Project

During the Term of this Sublease, Contractor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Contractor or its assigns. The District will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. The Contractor shall provide all permits and licenses, if any, necessary for the operation of the Project. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project) with laws of all jurisdictions in which its operations involving the Project may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that the District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the estate of Contractor in and to the Site or the Project or its interest or rights under this Sublease. Upon completion of the Project or severable portions thereof, as defined in the General Conditions, Contractor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from Contractor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Contractor.

SECTION 10. Contractor's Inspection/Access to Site

The District agrees that Contractor and any Contractor representative shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and the Project and to exercise its remedies pursuant to Section 16 of this Sublease. The District further agrees that Contractor and any Contractor representative shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by the District to perform its obligations hereunder.

SECTION 11. Project Acceptance

The District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in

accordance with the General Conditions. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

SECTION 12. Alterations and Attachments

All permanent additions and improvements that are made to the Project shall belong to and become the property of Contractor, subject to the provisions of Section 20 hereof. Separately identifiable additions and improvements added to the Project by the District shall remain the property of the District. At Contractor's request, the District agrees to remove the additions and improvements and restore the Project to substantially as good condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

SECTION 13. Physical Damage; Public Liability Insurance

Contractor and the District shall maintain such damage and public liability insurance policies with respect to the Project and the Site as are required of them herein and by the Construction Services Agreement

SECTION 14. Taxes

The District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Contractor's income.

SECTION 15. Events of Default

The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events: (a) the District fails to make any unexcused Tenant Improvement Payment or Sublease Payment (or any other payment) within 30 days after the due date thereof; (b) the District or Contractor fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under any of the Contract Documents (as that term is defined in the Construction Services Agreement), and such failure to either make the payment or perform the covenant, condition or agreement is not cured within 10 days after written notice thereof by the other party; (c) the discovery by a party that any statement, representation or warranty made by the other party in this Sublease, or in the Contract Documents (as that term is defined in the Construction Services Agreement), or in any document ever delivered by that other party pursuant hereto or in connection herewith is misleading or erroneous in any material respect; or (d) a party becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the party or of all or a substantial part of its assets, or a petition for relief is filed by the party under federal bankruptcy, insolvency or similar laws.

SECTION 16. Remedies on Default

Upon the happening of any Event of Default, the non-defaulting party may exercise any and all remedies available pursuant to law or in equity or granted pursuant to this Sublease. Notwithstanding any provisions to the contrary herein, Contractor shall not under any circumstances have the right to accelerate the Tenant Improvement Payments or the Sublease Payments that fall due in future Sublease periods or otherwise declare any Tenant Improvement Payment or Sublease Payments not then in default to be immediately due and payable. Upon the occurrence of an Event of Default, the non-breaching party may elect to terminate this Sublease in accordance with the provisions contained in the General Conditions. Termination of the Construction Services Agreement shall trigger the termination of the Site Lease and this Sublease.

SECTION 17. Non-Waiver

No covenant or condition to be performed by the District or Contractor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by the District or Contractor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Contractor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

SECTION 18. Assignment

Without the prior written consent of Contractor, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code Section 38130 *et seq*. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. Contractor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the District shall pay all Tenant Improvement Payments and Sublease Payments due hereunder pursuant to the direction of Contractor or the assignee named in the most recent assignment or notice of assignment. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

SECTION 19. Ownership

The Project is and shall at all times be and remain the sole and exclusive property of Contractor, and the District shall have no right, title, or interest therein or thereto except as expressly set forth herein.

SECTION 20. Sublease Prepayments/Purchase Option

(a) Sublease Prepayments. At any time during the Term of this Sublease, the District may make Sublease Prepayments to the Contractor of the Tenant Improvement Payments and/or Sublease Payments ("Sublease Prepayments"). No Sublease Prepayments requested by Contractor may be made by the District in an amount which exceeds the aggregate true cost to Contractor of the work on the Project completed up to the date Contractor submits the request for a Sublease Prepayment less the aggregate amount of: (1) all Tenant Improvement Prepayments and Sublease Payments previously made by the District to Contractor; (2) all Sublease Prepayments previously made by the District to the Contractor; (3) all amounts previously retained pursuant to Section 20(a)(3), below, from Sublease Prepayments previously made by the District to Contractor (unless Contractor shall have previously substituted securities for such retained amounts pursuant to Section 20(a)(3)); and (4) the retention for such Sublease Prepayment pursuant to Section 20(a)(3) hereof. Contractor must submit evidence that the conditions precedent set forth in Section 20(a)(1), below, have been met. In the event District elects to make Sublease Prepayments, the Prepayment Price, contemplated in Section 20(b), below, shall be adjusted accordingly.

(1) In the event that the District elects to make a Sublease Prepayment, the following are conditions precedent to the District's delivery of such Sublease Prepayments to Contractor pursuant to a request of Contractor:

(A) Satisfactory progress of the construction of the Project pursuant to the Time Schedule shall have been made as determined in accordance therewith.

(B) Contractor shall also submit to the District (i) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all sub-contractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project Site with respect to the pending Sublease Prepayment to be made by the District, (ii) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Sections 8132 through 8138) from Contractor and all subcontractors, consultants and other persons retained by Contractor in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project Site with respect to all previous Sublease Prepayments made by the District, and (iii) any other items that Contractor may be required to collect and distribute to the District pursuant to the terms and provisions of the Construction Services Agreement. Contractor shall promptly pay all amounts due to each subcontractor, consultant and other person retained by Contractor in connection with the Project no later than 10 days after Contractor's receipt of a Sublease Prepayment from the District.

(2) The determination of whether satisfactory progress of the construction pursuant to the Time Schedule has occurred shall be made by the District in accordance with the General Conditions. If the District determines that pursuant to the Time Schedule the work required to be performed, as stated in Contractor's

Sublease Prepayment request, has not been substantially completed, then Contractor shall not be eligible to receive the requested Sublease Prepayment.

(3) The District shall retain an amount equal to 5% of each Tenant Improvement Payments ("retention") made at Contractor's request. Contractor shall have the right, as delineated in the General Conditions, to substitute securities for any retention withheld by the District, pursuant to the provisions of Public Contract Code Section 22300.

(b) If the District is not in default hereunder, the District shall have the option to purchase not less than all of the Project in as-is condition upon delivery of the Prepayment Price as defined herein. The Prepayment Price at any given time shall be an amount equal to the final GMP, as it may be revised from time to time, less the sum of any Tenant Improvement Payments, Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Section. The District may thereupon terminate this Sublease and Contractor shall deliver such deeds, bills of sale, assignments, releases or other instruments as District may reasonably require to reflect the transfer of all of Contractor's interest in the Project. Following the closing of the District's purchase option, the District shall retain all rights to any claim or warranty arising under the Construction Services Agreement.

SECTION 21. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions during the course of construction.

SECTION 22. Construction Services Agreement and Site Lease

The Construction Services Agreement and the Contract Documents as defined therein, including the Site Lease, are incorporated by reference herein in their entirety as if fully set forth herein.

SECTION 23. Severability

If any one or more of the terms, covenants or conditions of this Sublease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Sublease shall be affected thereby, and each provision of this Sublease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 24. Entire Agreement

The Contract Documents enumerated in paragraph C of Section 1 of the Construction Services Agreement, which include this Sublease, constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

SECTION 25. Notices

Any notices or filings required to be given or made under this Sublease shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Edwards Construction Group, Inc.
991 Bennett Avenue
Arroyo Grande, CA 93450
Attn: Brad Edwards, President

If to the District:

Oxnard School District
1051 South A Street,
Oxnard, CA 93030
Attn: Dr. Ana DeGenna, Superintendent

With a copy to Gerald Schober
Vice President, Implementation Services
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 26. Titles

The captions or headings in this Sublease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Sublease.

SECTION 27. Time

Time is of the essence in this Sublease and each and all of its provisions.

SECTION 28. Applicable Law

This Sublease shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the

Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. Execution in Counterparts

This Sublease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

SECTION 30. District Insurance

During the period after tenant improvement completion and beneficial occupancy of the Project and before the end of the Term, the District shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from the District's operations of the Site and for which the District may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of the District's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the District's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the District, or (b) by another person; and (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom. Such insurance shall be in the coverage amount of $1,000,000 per occurrence and $2,000,000 aggregate. The insurance policy required of the District hereunder shall also name Contractor as an additional insured as its interests may appear. Such insurance shall be deemed to be primary and non-contributory with any policy maintained by Contractor and any policy or coverage maintained by Contractor shall be deemed to be excess over such insurance maintained by District.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Sublease effective as of the date first above written.

CONTRACTOR

Edwards Construction Group, Inc.

By: _____

Brad Edwards

Title: President

Date: 11/7/2024

THE DISTRICT

Oxnard School District,
a California school district

By: _____

Melissa Reyes

Title: Director, Purchasing

Date: 11/21/24

EXHIBIT A

PAYMENT PROVISIONS

Tenant Improvement Payments and the Sublease Payments shall be paid monthly and the total of the Tenant Improvement Payments and the Sublease Payments made shall not exceed the amount of the GMP as defined in Section 5 of the Construction Services Agreement. Each month Contractor shall provide the District with an itemized summary (in accordance with the provisions set forth in the Project Manual) indicating the percentage of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager.

The District shall pay Contractor in accordance with the procedures set forth in the Construction Services Agreement, the Project Manual and the portion of the GMP set forth as the Tenant Improvement Payments in accordance with Section 5 of the Construction Services Agreement, based on the amount of work satisfactorily performed and signed off by the District's Inspector of Record, Architect and Project Manager according to the approved Schedule of Values, less the retention applicable to said payment all in accordance with the procedures set forth in the Construction Services Agreement and/or the Project Manual.

The District shall pay Contractor Sublease Payments in the amount of **FIFTY-FOUR THOUSAND FIVE HUNDRED SIX DOLLARS AND SIX CENTS ($54,506.06)** per month. The Sublease payments shall be consideration of the District's rental, use, and occupancy of the Project and the Site; the Sublease Payments shall include the portion of the Construction Costs financed by Contractor. The Sublease Payments shall commence with the Site Lease execution and continue for a total of **SIX (6)** months.

SITE LEASE

This Site Lease (hereinafter referred to as the "Site Lease") is entered into this 20th day of November, 2024, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") as lessor, and Edwards Construction Group, Inc., with its principal place of business at 991 Bennett Avenue, Arroyo Grande, CA 93420 (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 Ritchen Elementary School, 2200 Cabrillo Way, 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:

(a) The District has good title to the Site.

(b) There are no liens on the Site other than permitted encumbrances (the term "permitted encumbrances" as used herein shall mean, as of any particular time: (i)

liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim or any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the District consent in writing which will not impair or impede the operation of the Site.).

(c) All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes not yet due and payable, have been paid in full.

(d) The Site is properly zoned for the intended purpose or the District intends to render zoning inapplicable pursuant to Government Code Section 53094.

(e) To the best of the District's knowledge, the District is in compliance in all material respects with all laws, regulations, ordinances and orders of public authorities applicable to the Site.

(f) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(g) To the best of the District's knowledge, upon reasonable investigation and in reliance on the District's phase one Preliminary Environmental Assessment, and except as otherwise delineated in the Contract Documents: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the District or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not

now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (v) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vi) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (vii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (viii) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and further shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and the Project are to be maintained under the Sublease.

SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been authorized by all necessary corporate or partnership actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of the Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

(e) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been visually identified during the site-visit in accordance

with the indemnification contained in the General Conditions incorporated into the Construction Services Agreement.

(f) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

SECTION 5. Rental

Contractor shall pay to the District as and for advance rental hereunder the sum of One Dollar ($1.00) for the duration of the rental, this payment being due on or before the commencement of the term of this Site Lease. The duration of the rental is expected to be from the effective date hereof through the last day of the term of the Sublease.

SECTION 6. Purpose

Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the District; provided, however, that in the event of an occurrence of an Event of Default by the District, under the Sublease, Contractor may exercise the remedies provided for in the Sublease.

SECTION 7. Termination

Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the District any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title shall vest in the District. Notwithstanding the District's foregoing rights in the event of termination, Contractor shall retain the right to compensation pursuant to the Construction Services Agreement and the Sublease.

SECTION 8. Quiet Enjoyment

The District covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and that in the event that the District's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

SECTION 9. No Liens

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

During the term of this Site Lease, Contractor shall not permit any lien or encumbrance to attach to the Site or any part thereof.

SECTION 10. Right of Entry

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in so doing shall not interfere with Contractor's operations on the Project.

SECTION 11. Assignment and Subleasing

Other than the Sublease, as defined herein, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

SECTION 12. No Waste

Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 13. Default

In the event that Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof. Termination of this Site Lease shall be in accordance with the provisions of the General Conditions incorporated into the Construction Services Agreement or such other provisions as may be applicable.

SECTION 14. Eminent Domain

In the event that the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Tenant Improvement Payments and Sublease Payments then due or past due, and the purchase option price stated in Section 20 of the Sublease less any unearned interest as of the date Contractor receives payment in full. The balance of the award, if any, shall be paid to the District.

SECTION 15. Taxes

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site of the improvements thereon.

SECTION 16. Severability

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason

whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each remaining provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 17. Notices

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Edwards Construction Group, Inc.
991 Bennett Avenue
Arroyo Grande, CA 93450
Attn: Brad Edwards, President

If to the District:
Oxnard School District
1051 South A Street,
Oxnard, CA 93030
Attn: Dr. Ana DeGenna, Superintendent

With a copy to Gerald Schober
Vice President, Implementation Services
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 18. Construction Services Agreement and Sublease

The Construction Services Agreement and the Contract Documents as defined therein, including the Sublease, are incorporated by reference herein in their entirety as if fully set forth herein.

SECTION 19. Binding Effect

This Site Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

SECTION 20. Entire Agreement

This Site Lease, the Sublease, the Construction Services Agreement and the additional Contract Documents as defined in the Construction Services Agreement constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided herein or in Section 10 of the Construction Services Agreement.

SECTION 21. Execution in Counterparts

This Site Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

SECTION 22. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions incorporated into the Construction Services Agreement.

SECTION 23. Applicable Law

This Site Lease shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 24. Headings

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

SECTION 25. Time

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Site Lease effective as of the date first above written.

CONTRACTOR

Edwards Construction Group, Inc.

By: _____

Brad Edwards

Title: President

Date: 11/7/2024

THE DISTRICT

Oxnard School District,
a California school district

By: _____

Melissa Reyes

Title: Director, Purchasing

Date: 12/2/24

EXHIBIT A

Legal Description of Site

To be provided during design

OSD AGREEMENT #24-115

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 18th day of September, 2024, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Edwards Construction Group, Inc. (Contractor) which is a contractor licensed by the State of California, with its principal place of business at 991 Bennett Avenue, Arroyo Grande, CA 93420 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Ritchen Elementary School, located at 2200 Cabrillo Way, Oxnard, CA 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.

F. **Project**. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.

G. **Project Manual**. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.

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

I. **Site Lease**. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

L. **Sublease**. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **TO BE DETERMINED ($X.XX)** The GMP consists of (1) a Preconstruction Fee in the amount of **THIRTY NINE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS ($39,500.00)**. (2) a Sublease Tenant Improvement and, (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin, and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen

from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will

Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.

B. Contractor shall complete the Construction pursuant to the Construction Documents

as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.

C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.

D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.

F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.

G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.

I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with

the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.

C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign Nick Cramer as Project Manager for the Project. So long as Nick Cramer remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions. The Project Manager is not an exclusive position and does not preclude any other parallel assignment within or outside the District.

B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not

to exceed one hundred fifty percent (150%) of the disputed amount.

B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location,

accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.

B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with

respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to 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:
Edwards Construction Group, Inc.
991 Bennett Avenue
Arroyo Grande, CA, 93420
Attn: Brad Edwards, President

If to the District:
Oxnard School District
1051 South A Street
Oxnard, CA 93030
Attn: Dr. Ana DeGenna, Superintendent

With a copy to:
Gerald Schober
Vice President
Implementation Services
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

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.

SECTION 33. EXECUTION IN COUNTERPARTS

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

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR	THE DISTRICT
Edwards Construction Group, Inc.	Oxnard School District, a California school district
By: _____	By: _____
Brad Edwards	MELISSA REYES
Title: President	Title: DIRECTOR, PURCHASING
Date: 8/26/2024	Date: 9/24/24

OSD AGREEMENT # 24-115

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed

EXHIBIT B

Oxnard School District

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Thirty Nine Thousand Five Hundred Dollars and No Cents ($39,500.00)** 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 review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.

B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.

C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.

D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.

C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.

D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR	THE DISTRICT
Edwards Construction Group, Inc.	Oxnard School District, a California school district
By: _____	By: _____
Brad Edwards	MELISSA REYES
Title: President	Title: DIRECTOR, PURCHASING
Date: 8/26/2024	Date: 9/24/24

EDWARDS

RFQ/P LEASE LEASE-BACK PRECONSTRUCTION AND CONSTRUCTION SERVICES FOR RITCHEN ELEMENTARY SCHOOL MODERNIZATION PROJECT

Ritchen Elementary School Modernization Project

A Proposal by Edwards Construction Group, Inc. | Lic No. 1057451

Oxnard School District



EMILIE RITCHEN
SOARING WITH KINDNESS

August 2, 2024

ATTENTION

Oxnard School District
Board of Directors

C/O Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

EDWARDS

August 2, 2024

Oxnard School District
C/O Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

Subject: RFQ/P Lease Lease-Back Preconstruction and Construction Services for Ritchen Elementary School Modernization Project

Dear Oxnard School District, Teachers, Staff, Caldwell Flores Winters, Inc., and the Oxnard Community,

I would like to offer our sincere thanks to you and to all Oxnard District members who will benefit from this enhancement of facilities for our young learners. This is a wonderful opportunity for our teams to join in collaboration and build something great for your students and staff. It is my honor and privilege as President to introduce Edwards Construction Group for your Lease-Leaseback services.

Edwards is a family-owned legacy construction firm servicing Central and Southern California, dating back to 1985. My father and grandfather led this generation to build education facilities in the best manner possible, using the best people and the best resources, both in equipment and technology, to establish the most efficient and effective way to build according to a fool-proof design, with quality results within a controlled cost and schedule. Our relationship to CFW and our clients is a testament to our committed people working to accommodate our clients with full attention and professionalism. We are deeply committed to do whatever it takes to serve clients that share similar values and we have no doubt that we will perform and exceed your expectations as an experienced Lease Lease-back builder.

We have worked with CFW on several of our most high-profile projects. We have delivered more than $150 million in education projects. We have an expansive knowledge base of the Lease-Leaseback delivery method DSA Public Education construction programs developed on existing occupied campuses delivered in multiple phases and/or sequences. Under our management, this transitional construction process will be seamless and according to plan. We have this method down to a science, and our advanced technology resources, some created and adapted by our own people, will alleviate obstacles and improper planning. Our strategy is clear and 100% objectively transparent to the District, CFW, the selected architect, and we will take initiative at every corner to push this project forward in the most professional manner.

Our team has thoroughly reviewed the project information and plans available and are prepared to work with the District and its Architects to optimize the project cost, timeline and construction outcomes with a major focus on the minimalization if impact to students studying on an active campus as well as the community around it. Strategic and efficient phasing, cost savings in a modern, low-voltage backbone and a thorough material specification review to hawkishly seek out cost saving opportunities are just some of the value engineering concepts we hope to bring to this project.

Myself and our team thank you for your consideration of our proposal and we look forward to working with Oxnard School District, its Board, its Architect and all other stakeholders.

Sincerely,



Brad Edwards
President
Edwards Construction Group, Inc.
be@edwardscongroup.com

EDWARDS CONSTRUCTION GROUP

LIC No. 1057451

991 Bennett Ave.
Arroyo Grande, CA 93420
805.335.1161
weareedwards.com

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IDENTIFICATION OF TRADES — **TAB H**

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CONCEPTUAL SCHEDULE — **TAB I**

- Conceptual Project Schedule ... pg. 19

ATTACHMENTS — **APPENDIX**

- Project Team Resumes ... Attachment 1
- Sample Progress Report ... Attachment 2
- Safety Record and EMR Letter ... Attachment 3
- Safety Letter of Explanation ... Attachment 4
- Bonding and Capacity Letter ... Attachment 5
- Technical Site Logistics Plan ... Attachment 6
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EDWARDS

Edwards Construction Group | LIC No. 1057451

EDWARDS

References

TAB A











Edwards Construction Group, Inc.
Montecito Elementary Buildings D & E



TAB A

Relevant Project References

MONTECITO ELEMENTARY BUILDING D & E REMODEL

Delivery Method	Lease-Leaseback	**Architect**	RNT Architects
Owner	Montecito Union School District 385 San Ysidro Rd., Santa Barbara, CA 93108	**Total Price**	$14,062,804.37
		Start Date	June, 2022
Contact	Anthony Ranii, 805-969-3249 Ext. 400	**Completion Date**	October, 2024

Montecito Elementary School's Buildings D and E required restoration and revitalization to meet current safety, accessibility, and educational standards. The scope of this project included several key elements, starting with site work to accommodate eight temporary classrooms. In addition, Buildings D and E required a comprehensive renovation. This renovation encompassed various critical aspects, such as bringing the buildings up to code for fire safety, electrical systems, plumbing, and HVAC, as well as improving accessibility to meet ADA standards. Hazardous materials abatement, including the removal of lead and asbestos, ensured a safe and healthy environment. Moreover, there was an emphasis on updating windows and doors to meet current code requirements.

For Building D, two elevators were installed to enhance accessibility across multiple levels, and various spaces within the school, including classrooms, the auditorium, and administrative offices, benefited from these improvements. Building E, dedicated to kindergarten and first-grade classrooms, underwent enhancements to support young learners effectively. This comprehensive project reflected the school's commitment to providing a safe, inclusive, and conducive educational space for its students and staff.

This project is in its final stages and set for completion in October of 2024.

VIEJA VALLEY ELEMENTARY SCHOOL ALTERATIONS

Delivery Method	Public Bid	**Architect**	KBZ Architects, Inc.
Owner	Hope Elementary School District 3970 La Colina Rd Ste 14, Santa Barbara, CA 93110	**Total Price**	$6,100,140.72
		Start Date	November, 2022
Contact	Fernando Garcia , 805-742-3256	**Completion Date**	November, 2024

The Vieja Valley Elementary School Alterations project aims to enhance the school's infrastructure, ensuring a safe, modern, and conducive environment for education. This project is comprehensive, involving multiple aspects of renovation and replacement across various buildings on the school site. This more than six million dollar project is in its final stages of construction, is on time, and is set to be completed in November 2024.

The project's primary focus is the replacement of existing roofing, walkways, windows, and aluminum storefronts at several buildings, alongside significant HVAC replacements and alterations to existing restroom facilities. Specifically, the roofing replacements cover Buildings A, B, C, D, E, F, and the Library, including the covered walkways, to ensure structural integrity and weather resilience.

In addition to the roofing work, the project entails replacing windows and aluminum storefronts at the same set of buildings—Buildings A, B, C, D, E, F, and the Library. This upgrade aims to improve energy efficiency and enhance the overall aesthetic appeal of the school buildings. The HVAC systems at Buildings A, B, C, D, E, and F are entirely replaced, with new condensing units installed on the roofs to ensure efficient climate control and air quality. The Library building undergoes partial HVAC replacement to optimize its heating and cooling systems. Alterations to the staff and student restrooms are carried out in Buildings A, C, and F. These alterations include updating fixtures, improving accessibility, and ensuring compliance with current safety and health standards.

This comprehensive project reflects Vieja Valley Elementary School's commitment to maintaining a high standard of facilities for its students and staff. The renovations aim to create a comfortable, safe, and modern learning environment, supporting the school's educational mission and the well-being of its community.

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Relevant Project References

LOMPOC ELEMENTARY KINDERGARTEN CLASSROOM (3 SCHOOLS)

Delivery Method	Lease-Leaseback	**Architect**	19six Atchitects
Owner	Lompoc unified School District	**Total Price**	$9,069,900.10
	1301 North A Street, Lompoc, CA 93436	**Start Date**	August, 2023
Contact	Nilufer Jorgenson, 805-742-3256	**Completion Date**	September, 2024

The Lompoc Elementary School project is a district-wide initiative covering four sites: Leonora Fillmore, La Canada, Clarence Ruth, and Arthur Hapgood Elementary Schools. This project involves constructing modular classrooms that meet Title 5 requirements for Transitional Kindergarten (TK) and Kindergarten (K), ensuring top-notch educational facilities. Each classroom is designed to meet Title 5 TK/K standards, offering at least 1,350 square feet of adaptable space. They feature 21st-century enhancements, including mobile, flexible furnishings, multiple display monitors, floor-to-ceiling whiteboards, and comprehensive wireless connectivity to support modern teaching methods.

The project began with detailed preconstruction services, providing DSA pre-checked designs to the architect and analyzing the feasibility of prefabrication. Thorough reviews of the design and support documentation ensured constructability, clarity, and consistency, while value-engineering analysis maintained budget and specifications. Detailed cost estimates and expedited design reviews were provided to incorporate necessary modifications.

During construction, the focus was on efficient execution. The modular classrooms were constructed with precision, adhering to the design. Coordination of record drawings and specifications, along with compiling operations and maintenance manuals, warranties, and certificates, ensured comprehensive documentation.

SANTA MARIA HIGH SCHOOL CTE MODERNIZATION

Delivery Method	Public Bid	**Total Price**	$5,766,536
Owner	Santa Maria Joint Union School District	**Start Date**	April, 2024
	2560 Skyway Drive Santa Maria, CA 93455	**Completion Date**	August, 2024
Contact	Gary Wuitshick, 805-922-4573, ext. 4805		

This project at 901 S Broadway, Santa Maria, involved comprehensive renovations to enhance functionality and support modern educational needs. The $5.7 million project was completed in Spring 2024. The scope included removing and replacing Building 500's roof and exterior painting. Renovations targeted specific rooms: 510 Welding Shop, 511 Agriculture Mechanical Shop, 512 Systems Diagnostic (Auto Shop), and 513 Systems Diagnostics (Auto Shop).

Room 510 underwent significant upgrades with new welding booths, equipment, and tools. The work involved demolition, general construction, ceiling, lighting, electrical, mechanical, plumbing upgrades, door replacements, and new finishes. Room 511 saw similar upgrades to support modern equipment and tools, including roofing replacements. Rooms 512 and 513 received comprehensive upgrades to align with 21st-century educational needs, encompassing demolition, general construction, ceiling, lighting, electrical, mechanical, and plumbing upgrades, along with door and roofing replacements. Support rooms were similarly enhanced for consistency across the facility.

Edwards Construction Group Inc. leveraged its experience to navigate the complexities of renovating educational spaces. Our approach prioritized thorough planning and attention to detail, ensuring alignment with the client's requirements and budget constraints. Collaborating closely with stakeholders and employing innovative construction techniques, we delivered a revitalized CTE facility that meets the evolving needs of Santa Maria High School. Our commitment to excellence and quality craftsmanship drives our efforts to transform outdated classrooms into modern learning environments conducive to student success.

Relevant Project References

ERNEST RIGHETTI HIGH SCHOOL CTE MODERNIZATION

Delivery Method	Public Bid	**Total Price**	$2,722,788.00
Owner	Santa Maria Joint Union School District 2560 Skyway Drive Santa Maria, CA 93455	**Start Date**	April, 2023
		Completion Date	August, 2023
Contact	Gary Wuitshick, 805-922-4573, ext. 4805		

Located at 941 East Foster Road, Santa Maria, CA, the project entailed comprehensive upgrades to enhance functionality and support modern educational requirements. This was roughly a 2.7 million dollar project and was completed in the Spring of 2024.

Central to the scope of work was the removal and replacement of the complete Building J roof, coupled with the exterior painting of Building J. Additionally, the project included the renovation of specific rooms, namely room 401 Welding Shop and room 406 Agriculture Construction. Room 406, Agriculture Construction, required upgrades to align with 21st-century educational standards, encompassing demolition, general construction, ceiling, lighting, electrical, mechanical, and plumbing enhancements. Similar upgrades extended to associated support rooms 406A – 406D, ensuring consistency across the facility.

The renovation of the Welding Shop in room 401 involved select demolition, general construction, minor structural upgrades, and various mechanical and plumbing enhancements. Our approach prioritized the seamless integration of modern equipment and tools while ensuring structural integrity and compliance with safety standards. Room 406, Agriculture Construction, underwent a transformation to meet the evolving needs of the curriculum. Our team executed a comprehensive scope of work, including demolition, general construction, and upgrades to lighting, electrical, mechanical, and plumbing systems. These enhancements aimed to create an environment conducive to hands-on learning and skill development in agriculture-related fields.

SOLVANG ELEMENTARY CULINARY ARTS BUILDING & SITE IMPROVEMENTS

Delivery Method	Public Bid	**Architect**	RRM Design Group
Owner	Solvang Elementary School District 565 Atterdag Rd. Solvang, CA 93463	**Total Price**	$3,133,102
		Start Date	December, 2021
Contact	Mike Biron, 805-688-4810	**Completion Date**	September, 2022

From the outset, our team worked diligently with the Solvang School District and RRM Design to deliver this project on time and on budget. The project scope was vast and encompassed every facet of construction. We meticulously orchestrated the site improvements, which included extensive grading and the installation of utility infrastructure to ensure seamless operations. The foundation of the new building was expertly laid in concrete, providing a solid base for the culinary arts learning center. The wood and steel framing, coupled with exterior cement plaster, masonry veneer, a striking curtain wall, and a durable standing seam metal roof, seamlessly integrated modern aesthetics with structural integrity. Inside, our team painstakingly attended to interior finishes, ensuring that the learning spaces exuded functionality and sophistication. Mechanical, electrical, and plumbing systems were installed with precision, guaranteeing that the building would operate efficiently and sustainably for years to come. The crowning touch was the state-of-the-art kitchen equipment, setting the stage for the aspiring chefs who would hone their culinary skills within these walls.

We transformed the upper campus courtyard into a welcoming oasis. This involved the demolition of existing courtyard elements, making way for new storm drainage utility infrastructure to enhance safety and functionality. Paving and landscaping breathed life into the courtyard, creating a serene atmosphere for students and faculty alike. Site walls, gates, and fencing were thoughtfully designed and erected to provide security while maintaining an open, inviting feel. Two shade structures and an array of exterior furniture systems completed the transformation.

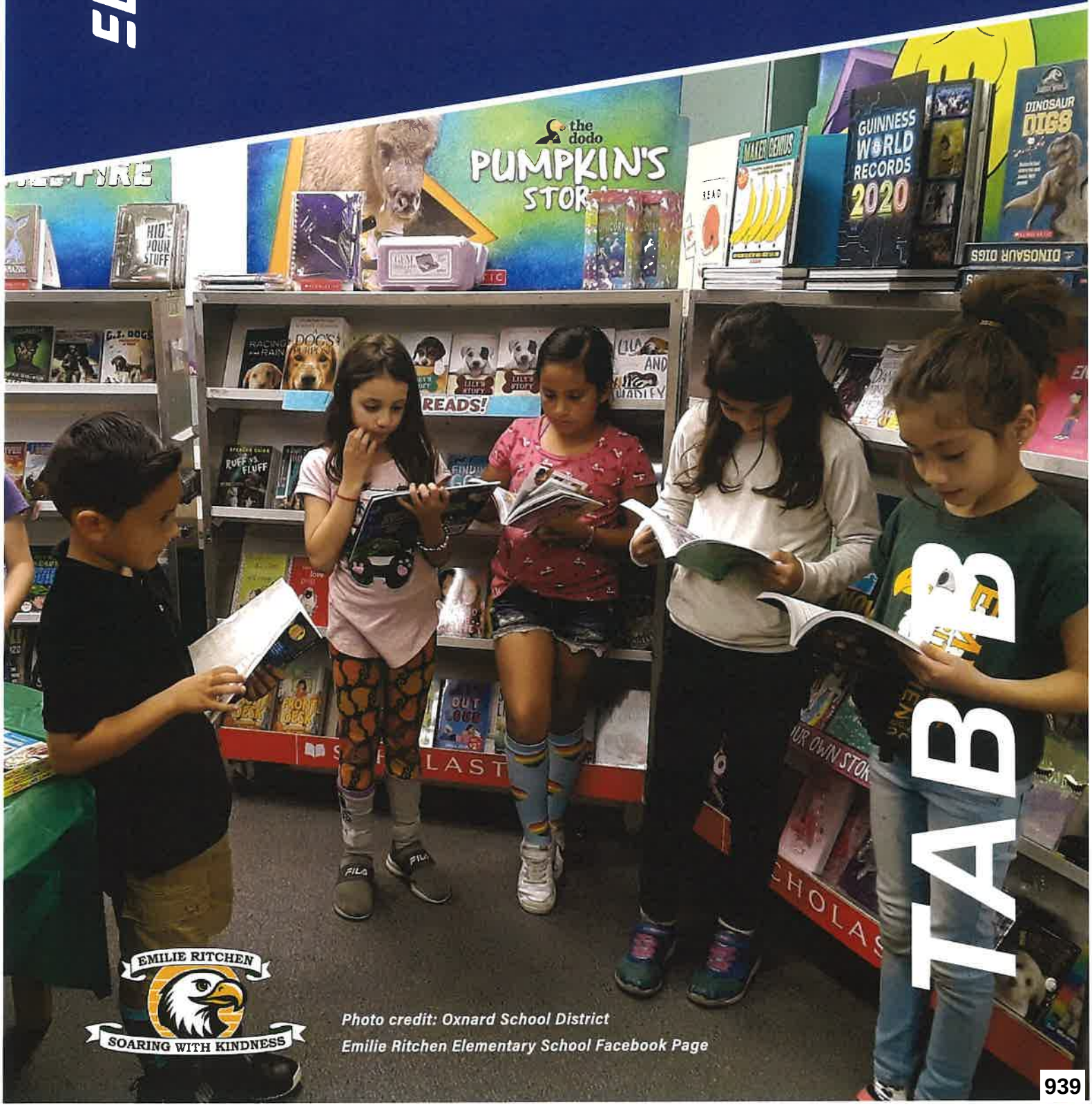
EDWARDS
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EDWARDS

Team

TAB B

FIRM DESCRIPTION
ORGANIZATIONAL CHART
PROPOSED TEAM



EMILIE RITCHEN
SOARING WITH KINDNESS

Photo credit: Oxnard School District
Emilie Ritchen Elementary School Facebook Page

Firm Description

EDWARDS CONSTRUCTION GROUP, INC.

Edwards Construction Group, Inc., is headquartered in Santa Maria with a regional office in San Diego and employs now more than seventy (70) industry professionals. We have decades of experience in providing exemplary preconstruction and construction services via Lease-Leaseback methodology throughout Central and Southern California.

Under the direction of Presidents Brad and Ryan Edwards, our personnel management team consists of an executive team that oversees Design/Preconstruction, Estimating at every phase, Value Engineering, Project Management, Project Supervision, Quality Control, Technology, BIM/Virtual Design & Construction (VDC), Surveying, and our Self-Perform Crew. Edwards has fostered many long-lasting professional relationships with numerous architects, engineers, contractors, construction managers, owners, DSA/IOR personnel, and Districts.

Edwards Construction Group, Inc. focuses primarily on DSA public school construction projects of any size, acting as a general contractor and Lease Leaseback service provider. Key management personnel reside in Santa Barbara and San Luis Obispo Counties, which allows us to provide adequate oversight and coverage for this particular project.

By management category, we employ a large team of in-house estimators, project managers, engineers, construction managers, foreman, and tradespersons that we call on to assist in the delivery of design/preconstruction and construction services. Our Self-Perform capabilities alleviate any potential hurdles for utilities and foundation work. We control the work at each stage and can mitigate risk above and beyond others, thus providing an accelerated schedule at a minimal cost to the district.

EDWARDS CONSTRUCTION GROUP, INC.

At Edwards Construction Group, Inc., our firm culture and DNA are defined by our unwavering commitment to excellence, driven by our core pillars of self-performance, technological integration, and client involvement. These foundational principles shape every aspect of our approach to construction management, ensuring superior outcomes and lasting legacies for our clients and partners.

Our philosophy for building teams, people, partnerships, and legacies revolves around fostering a culture of innovation, collaboration, and continuous improvement. We recognize that our success is built upon the collective expertise and dedication of our team members, and we invest heavily in their professional development and growth. Through ongoing training, mentorship programs, and opportunities for advancement, we empower our employees to excel in their roles and contribute meaningfully to the success of each project.

Additionally, we place a strong emphasis on cultivating long-term partnerships with architects, engineers, subcontractors, and clients based on mutual respect, trust, and shared goals. By working collaboratively and transparently with all stakeholders, we build strong relationships that endure beyond individual projects, laying the foundation for future success and growth.

At the staff level, we cultivate our culture through several specific methodologies and processes:

Selective Hiring Process: We prioritize hiring individuals who not only possess the requisite technical skills but also demonstrate a strong alignment with our company values and culture. By carefully selecting team members who share our commitment to excellence, integrity, and professionalism, we ensure a cohesive and high-performing workforce.

Ongoing Training and Development: We provide comprehensive training and development opportunities for our employees to enhance their skills, expand their knowledge, and stay abreast of industry trends and best practices. From technical skills training to leadership development programs, we invest in our team's growth and empower them to reach their full potential.

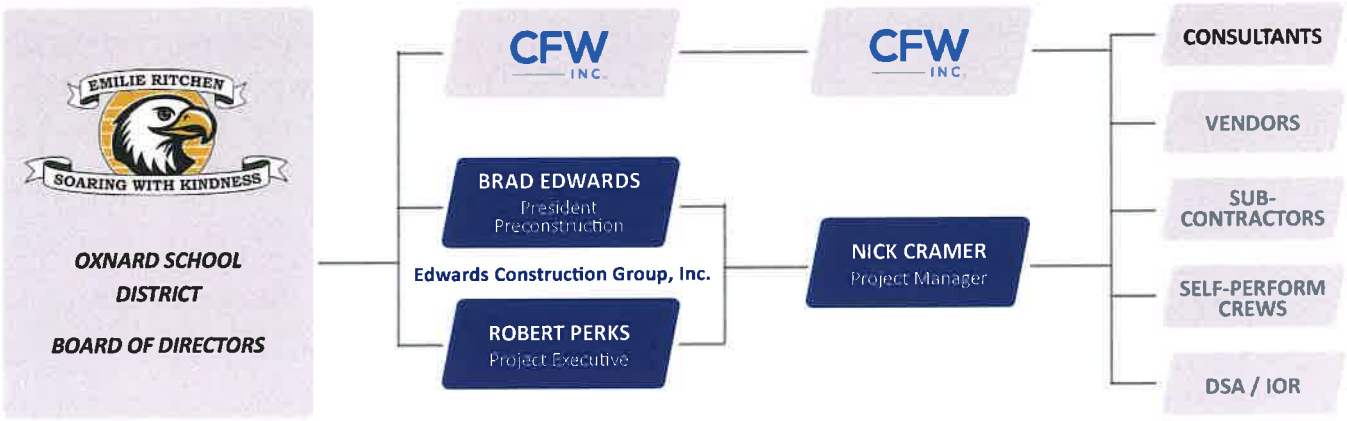
Open Communication and Feedback: We foster a culture of open communication and feedback, where every team member feels empowered to share ideas, raise concerns, and provide input on project decisions. Regular team meetings, one-on-one check-ins, and anonymous feedback mechanisms ensure that all voices are heard and valued.

Organizational Chart

PROJECT TEAM

Edwards Construction Group, Inc. is proud to present a project team with extensive and relevant experience, well-equipped to undertake the Ritchen Elementary School Project. Our team's collective expertise spans various sectors, including K-12, community college, and higher education, and encompasses the successful delivery of over $150 million dollars in construction projects over the past decade.

Edwards Construction Group, Inc.'s proposed team has executed both new construction and major renovation projects via the Lease Leaseback delivery method. We have established processes, are well-versed in the specific contract law, and understand the methodology deeply. Lease Leaseback project delivery is collaborative in nature. All personnel here are trained to practice team play, be open and honest in their communications, and uphold integrity from inception to completion on every project. We feel that the strength of our team in terms of experience, expertise, and character cannot be rivaled.



EXPERIENCE AND EXPERTISE: Our team members have personally managed and executed numerous projects comparable in scope and complexity to the Ritchen Elementary School modernization project. With a proven track record in alternative procurement methods for both public agencies and private owners, we bring invaluable insights and strategies to ensure the project's success.

INTEGRATED PROJECT DELIVERY: We have extensive experience in integrated project delivery methods, including design assist, which aligns closely with the collaborative nature of the Oxnard School District and CFW, Inc. Our team understands the intricacies of establishing a Guaranteed Maximum Price (GMP) and has developed tried-and-true processes to navigate these methodologies effectively.

DIVERSE BACKGROUNDS AND EXPERTISE: Our project team is comprised of individuals with diverse backgrounds and specialized expertise, all of whom share a common commitment to excellence and integrity. With a focus on school construction, our team members have successfully planned and managed various facility types, including those found on active school campuses, demonstrating their ability to navigate complex environments while minimizing disruptions.

SELF-PERFORMING CAPABILITIES: As a self-performing general contractor, Edwards Construction Group, Inc. has the capability to execute major trade work in-house, including earthwork, underground utilities, site and structural concrete, and framing. This hands-on approach allows us to maintain greater control over quality, schedule, and costs, ensuring that the Ritchen Elementary Project is delivered to the highest standards.

Project Team

BRAD EDWARDS *President, Preconstruction*

Oxnard School District and CFW, Inc. will have a direct connection to Brad and kept abreast of critical insight and build suggestions to help stakeholders to make informed decisions.

- Head of all company functions and oversight
- Estimating, constructability review, and GMP Lead
- Establishes GMP budget price for best value at every phase
- With over 25 years of experience, Brad Edwards excels in carpentry, estimating, and project management. He leads preconstruction efforts, establishing GMP budgets and ensuring owners' needs are met.
- Brad has estimated and developed budgets for projects ranging from small remodels to $60-million new constructions, utilizing various estimating software programs and performing accurate takeoffs.
- Brad has extensive experience responding to public RFPs and RFQs and collaborates closely with local design professionals and owners, particularly in public works construction with school districts, county, and city agencies.

*Please see Attachment 1 in the Addendum for **Brad Edwards' Resume.***

ROBERT PERKS *Project Executive*

Robert will devote his time to ensuring that each step taken in every process is performed in consideration with the needs of the project and schedule.

- Primary direct construction management interface to all stakeholders
- Primary direct interface with Oxnard School District and CFW, Inc.
- Process review and schedule management
- Robert Perks has managed a broad spectrum of construction projects across the Central Coast, showcasing his adeptness at overseeing complex projects on active campuses and leading initiatives from bid to closeout.
- Robert successfully delivered the $20 million Hueneme HS HVAC and Classroom Modernization project. He also spearheaded the Rio Del Sol STEAM Academy project, highlighting his expertise in innovative educational facilities.
- Robert managed local Ventura County projects, including assisted living facilities and multi-family mixed-use developments at Staples Construction. His role at The Penta Building Group involved constructing the Thacher School Creativity and Technology Building. His engineering background and certifications in LEED, OSHA, and construction practices equip him with a profound understanding of safety and sustainability standards.

*Please see Attachment 1 in the Addendum for **Robert Perks' Resume.***

NICK CRAMER *Project Manager*

Nick will work to ensure that all processes, trades, and work executed is being done so with the upmost quality and professionalism.

- Additional liaison for Oxnard School DIstrict and stakeholders
- Manages Quality Assurance and Quality Control Platform
- Nick has consistently demonstrated exceptional competence in managing Edwards Construction projects, showcasing his ability to meet high expectations and deliver successful outcomes.
- With a methodical approach and a knack for identifying and solving minutest details, Nick ensures accuracy and efficiency, making sure the job is done right the first time.
- As a senior-level Project Engineer, Nick provides comprehensive services including cost control, quality standards maintenance, and serving as a technical point of contact, while also monitoring all construction activities to ensure adherence to plans and specifications.

*Please see Attachment 1 in the Addendum for **Jake Wemple's Resume.***

EDWARDS

Firm's Practices

TAB C

PROJECT MANAGEMENET
PROJECT CONTROL SYSTEMS











Edwards Construction Group, Inc.
Vieja Valley Elementary School Alterations



TAB C

Project Management

INTRODUCTION TO EDWARDS PRECONSTRUCTION SERVICES

In the complex landscape of construction, the best projects are a result of meticulous planning, precise execution, and a collaborative approach. Enter Edwards Construction Group's preconstruction services, which are thoughtfully crafted to ensure every project's viability from a financial and technical standpoint. Unlike many in the industry who limit their preconstruction services to basic estimating and cost analysis, Edwards believes in a holistic and detailed approach that fully prepares projects for the construction phase.

PROCESS AND METHODOLOGY

Planning: Every endeavor with Edwards begins with an intensive planning phase. We engage in collaborative meetings with the owner, architects, engineers, consultants, vendors, and every stakeholder involved. This ensures that each project is initiated with a unified vision and purpose.

Constructability Review and Specification Coordination: With the involvement of project managers and superintendents early on, we scrutinize designs, schedules, and specifications. This early engagement assures that materials and processes align with the standards set by the owner, architect, and governing bodies.

Scheduling and Phasing: Using a master critical path methodology, we design a comprehensive schedule that factors in every significant and minor task, ensuring timely completion without compromising on quality.

Budgeting: Each design milestone is supported by extensive budget exercises, leveraging our in-house estimating database that reflects current market values on materials and labor.

USE OF TECHNOLOGY

Edwards stands proud as one of the most technologically advanced general contractors in the state. Our arsenal of cutting-edge tools, some engineered in-house, is designed to aid designers, engineers, and contractors. From initial preconstruction analysis and constructability review to the final construction stages, we utilize technology to minimize errors, optimize costs, and expedite project completion.

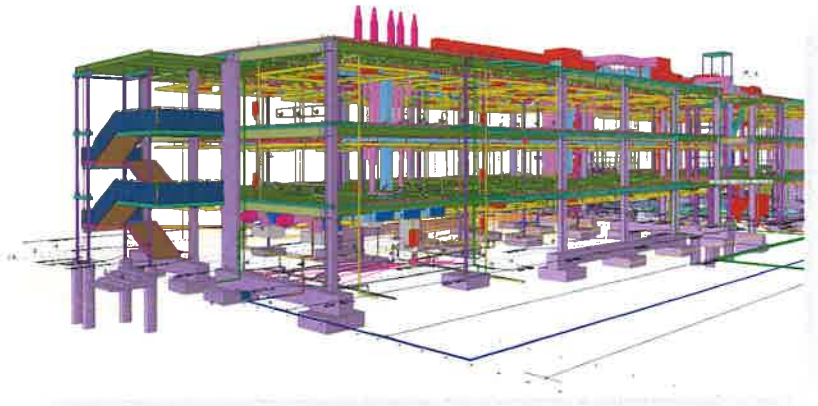
Virtual Design Construction (VDC) Department: Our specialized VDC department is the nexus of innovative construction planning. Here's what it entails:

Dynamic Visualization: The VDC team utilizes advanced software to generate dynamic visual representations of the project even before breaking ground. This facilitates a clearer understanding of the final structure, aiding in efficient decision-making.

Collaborative Approach: The department collaborates closely with architects, engineers, and other stakeholders. This synergy ensures that everyone is on the same page, streamlining processes and reducing potential discrepancies in the later stages.

Resource Optimization: Through VDC, we're able to simulate various construction scenarios, allowing us to optimize the allocation of resources, whether it's labor, materials, or time.

Risk Management: By visualizing and planning in a virtual environment, we can identify and mitigate risks early on, preventing costly delays and mistakes in the actual construction phase.



Project Control Systems

As your selected Lease Lease-Back builder, our core responsibility is to create a schedule that mirrors project needs and adheres to realistic timelines. We diligently manage this schedule to uphold design intent and unwavering quality throughout preconstruction, construction, and post-construction phases. Early stakeholder engagement during design/preconstruction aids in understanding existing conditions and crafting a strong foundation. Our construction perspective offers innovative solutions for sound design, even for subterranean aspects. We also consider post-life cycle developments and future expansions.



Edwards Construction Group, Inc. seamlessly collaborates with the District, design professionals, consultants, and trade subcontractors for each building/facility type. We review design milestones for constructability and cost until 100% CD DSA Permitted Plans are finalized. Budget exercises, involving our in-house estimating database and subcontractor inputs, mark each design stage. This methodology allows us to proudly proclaim that, to date, Edwards Construction Group has never failed to meet a deadline. In fact, in many cases, through thorough preconstruction reviews we continually strive for and achieve significant cost savings and reduced schedules for completion.

Our web-based software, ProCore, manages construction documents, promoting efficiency. This digital platform ensures real-time accessibility to all project interactions – correspondence, schedules, meeting minutes, payments, RFIs, change orders, submittals – enhancing transparency with the District and stakeholders. Expecting to self-perform major trade and site work, Edwards Construction Group, Inc. handles demolition, earthwork, utilities, and structural/site concrete. In-house control over the work ensures quality and schedule adherence.

We proactively identify long lead time items with our subcontractor network and expedite critical path submittals. Collaboration with design professionals commences early, ensuring streamlined processes. Our adept communication skills foster teamwork. ProCore supports our Quality Assurance/Quality Control (QAQC) approach.



SAMPLE PROGRESS REPORT

*Please see Attachment 2 in the Addendum for our **Sample Progress Report.***

EDWARDS

Emergency Operations and Regional Fire Communications Center
April 2024 Schedule Narrative Report

- **Original Contract Completion Date:**
  - 05/20/24
- **Current Contract Completion Date:**
  - 07/05/24
- **Project Milestones:**
  - Notice to Proceed: 03/15/23
  - Contractual Completion Date: 07/05/24
  - Rough Framing 2/23/24

- **Work Completed from April 1, 2024 – April 30, 2024:**
  - Complete site electrical solar utilities
  - Complete solar carport structure and panels
  - Completed building weather proofing
  - Continued MEP rough-in
  - Completed HVAC installation
  - Completed building insulation at interior walls
  - Hanging drywall at interior walls
  - Completed window opening breakmetal flashing
  - Began electrical equipment installation
  - Partial interior storefront frames and glazing
  - Partil exterior storefront frames and glazing
  - Set interior and exterior door frames

- **Problem Areas:**
  - The County CM sent a notice on April 26th for Stucco System Installation Deficiency. This area of concern is actively under review by Edwards and the design team colaboratively. This has and will delay the installation of the exterior lath and plaster system until final direction is provided.
  - Drywall can not be installed at exterior walls untill lath screws have been installed. This impacts installation of other building finishes and impacts the critical path of the schedule.

- **Current Delaying Factors:**
  - Exterior plaster attachment.

- **Anticipated Delaying Factors:**
  - Anticipated Terra Cotta Ceramic5 system delivery anticipated first week of July.

- **Critical Path Activities:**
  - MEP Build-Out in UPS & Equipment Room
  - Finish MEPs (mainly electrical and telecom)
  - Interior Drywall Installation (Hanging, Tape & Texture)

EDWARDS CONSTRUCTION GROUP

LIC No. 1057451

2045 Preisker Ln. Ste A
Santa Maria, CA 93454
805.335.1161
weareedwards.com

EDWARDS

Safety Record & EMR Rating

TAB D



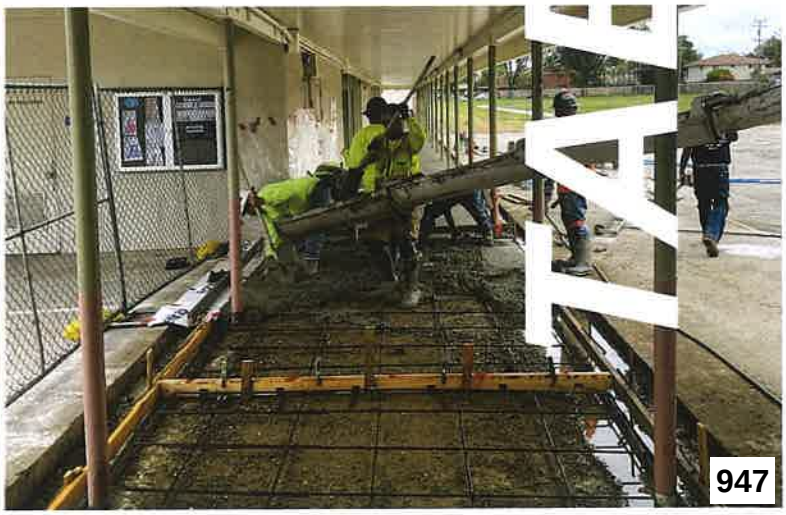






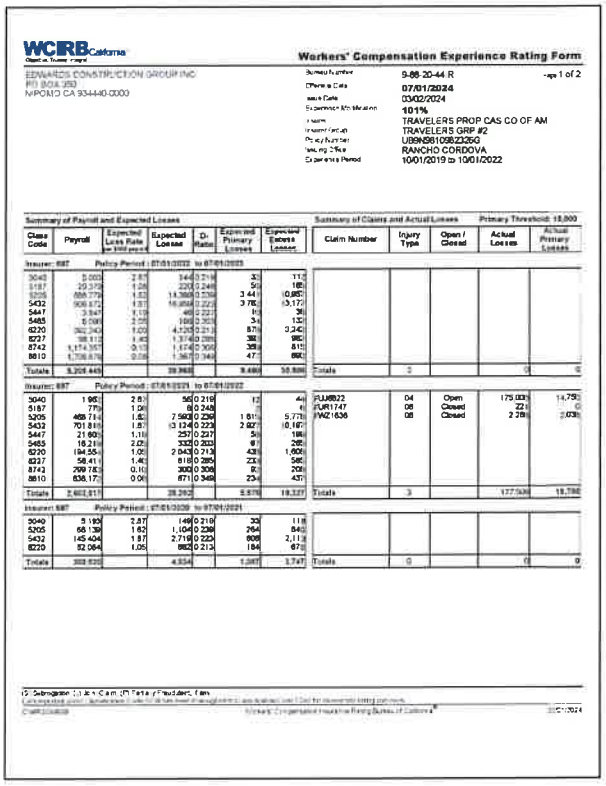
TAB D





SAFETY RECORD & EMR RATING

*Please see Attachment 3 in the Addendum for our **Safety Record & EMR Rating Letter**.*



WCRB California

Workers' Compensation Experience Rating Form

EDWARDS CONSTRUCTION GROUP INC
PO BOX 350
NIPOMO CA 934440-0000

Bureau Number 9-88-20-44 R — Page 1 of 2
Effective Date 07/01/2024
Issue Date 03/02/2024
Experience Modification 101%
Insurer TRAVELERS PROP CAS CO OF AM
Insurer Group TRAVELERS GRP #2
Policy Number U89NS8109823269
Issuing Office RANCHO CORDOVA
Experience Period 10/01/2019 to 10/01/2022

Summary of Payroll and Expected Losses

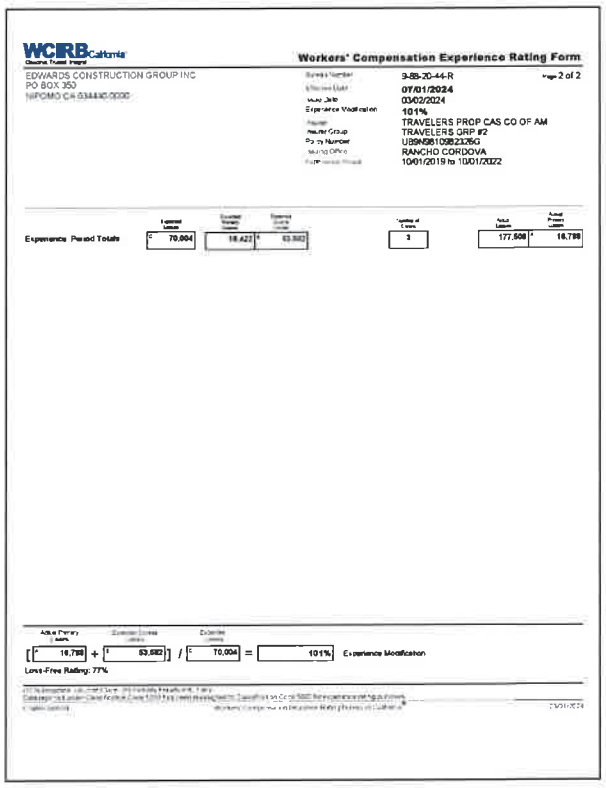
Class Code	Payroll	Expected Loss Rate	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
Insurer: 687 Policy Period : 07/01/2022 to 07/01/2023						
3040	5,000	2.87	144	0.218	31	113
5187	29,379	1.06	205	0.248	50	155
5205	888,779	1.83	16,268	0.239	3,441	12,827
5432	906,871	1.87	16,954	0.223	3,781	13,173
5447	3,947	1.19	46	0.221	10	36
5465	5,000	2.05	103	0.303	34	69
8220	362,340	1.05	4,035	0.213	879	3,156
8227	98,112	1.40	1,374	0.288	396	978
8742	1,174,357	0.13	1,474	0.308	359	815
8810	1,758,878	0.08	1,367	0.348	473	892
Totals	5,209,445		39,968		9,486	30,506
Insurer: 687 Policy Period : 07/01/2021 to 07/01/2022						
3040	1,983	2.87	56	0.219	12	44
5187	779	1.06	8	0.248	1	6
5205	488,784	1.83	7,993	0.239	1,911	6,082
5432	701,816	1.87	(3,134)	0.223	2,927	(6,061)
5447	21,603	1.19	257	0.237	61	196
5465	16,210	2.05	332	0.203	81	251
8220	194,554	1.05	2,043	0.213	435	1,608
8227	58,411	1.40	818	0.285	233	585
8742	299,783	0.10	300	0.308	92	208
8810	636,173	0.06	671	0.349	234	437
Totals	2,462,811		28,262		5,976	19,337
Insurer: 687 Policy Period : 07/01/2020 to 07/01/2021						
3040	5,193	2.87	149	0.219	33	116
5205	68,139	1.62	1,104	0.239	264	840
5432	145,404	1.87	2,719	0.223	606	2,113
8220	92,084	1.05	862	0.213	184	678
Totals	308,820		4,834		1,087	3,747

Summary of Claims and Actual Losses — Primary Threshold: 18,000

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
FUM822	04	Open	175,000	14,792
FUR1747	08	Closed	221	0
FWZ1636	08	Closed	2,287	2,006
Totals	3		177,508	16,798

Subrogation [ ] Joint Check [ ] Third Party Potential [ ]

Primary Compensation Insurance Rating Bureau of California — 07/01/2024



WCRB California

Workers' Compensation Experience Rating Form

EDWARDS CONSTRUCTION GROUP INC
PO BOX 350
NIPOMO CA 934440-0000

Bureau Number 9-88-20-44-R — Page 2 of 2
Effective Date 07/01/2024
Issue Date 03/02/2024
Experience Modification 101%
Insurer TRAVELERS PROP CAS CO OF AM
Insurer Group TRAVELERS GRP #2
Policy Number U89NS8109823269
Issuing Office RANCHO CORDOVA
Experience Period 10/01/2019 to 10/01/2022

	Expected Losses	Expected Primary Losses	Expected Excess Losses	Number of Claims	Actual Losses	Actual Primary Losses
Experience Period Totals	C 70,004	18,422	I 63,582	3	177,508	R 16,798

[R 16,798 + I 63,582] / C 70,004 = 101% Experience Modification

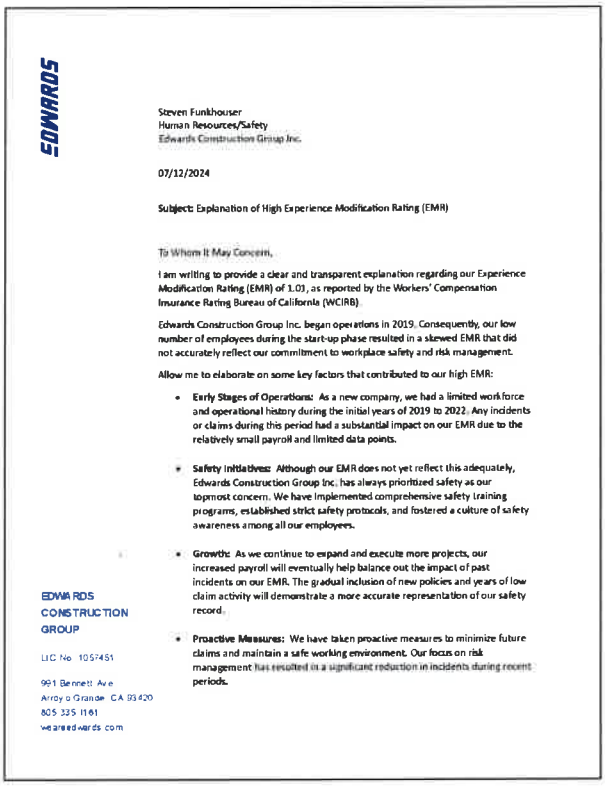
Loss-Free Rating: 77%

Actual Primary Losses — Expected Excess Losses — Expected Losses

Pursuant to Labor Code Section 5703 the experience rating application was filed with the Insurance Commissioner and the Administrative Director.

Workers' Compensation Insurance Rating Bureau of California — 07/01/2024

*Please see Attachment 4 in the Addendum for our **Safety Record Letter of Explanation**.*



EDWARDS

Steven Funkhouser
Human Resources/Safety
Edwards Construction Group Inc.

07/12/2024

Subject: Explanation of High Experience Modification Rating (EMR)

To Whom It May Concern,

I am writing to provide a clear and transparent explanation regarding our Experience Modification Rating (EMR) of 1.01, as reported by the Workers' Compensation Insurance Rating Bureau of California (WCIRB).

Edwards Construction Group Inc. began operations in 2019. Consequently, our low number of employees during the start-up phase resulted in a skewed EMR that did not accurately reflect our commitment to workplace safety and risk management.

Allow me to elaborate on some key factors that contributed to our high EMR:

- **Early Stages of Operations:** As a new company, we had a limited workforce and operational history during the initial years of 2019 to 2022. Any incidents or claims during this period had a substantial impact on our EMR due to the relatively small payroll and limited data points.
- **Safety Initiatives:** Although our EMR does not yet reflect this adequately, Edwards Construction Group Inc. has always prioritized safety as our topmost concern. We have implemented comprehensive safety training programs, established strict safety protocols, and fostered a culture of safety awareness among all our employees.
- **Growth:** As we continue to expand and execute more projects, our increased payroll will eventually help balance out the impact of past incidents on our EMR. The gradual inclusion of new policies and years of low claim activity will demonstrate a more accurate representation of our safety record.
- **Proactive Measures:** We have taken proactive measures to minimize future claims and maintain a safe working environment. Our focus on risk management has resulted in a significant reduction in incidents during recent periods.

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CONSTRUCTION
GROUP

LIC No. 1057451

991 Bennett Ave
Arroyo Grande, CA 93420
805.335.1161
weareedwards.com



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At Edwards Construction Group Inc., we firmly believe in transparency and accountability. We acknowledge that our high EMR is an area of concern and are actively working towards continuous improvement in this regard. We remain committed to meeting the highest standards of safety and adhering to best practices within our industry.

We would like to assure you that our projects are managed with utmost care, adhering to industry regulations and prioritizing the safety and well-being of our employees and partners. As a new and ambitious company, we are excited about the opportunity to work with clients who value our commitment to growth, improvement, and excellence.

Thank you for considering Edwards Construction Group Inc. for your project needs. We look forward to the possibility of collaborating with you and showcasing our dedication to delivering exceptional results.

Sincerely,

Steven Funkhouser
Human Resources/Safety
Edwards Construction Group Inc.

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991 Bennett Ave
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EDWARDS

Bonding & Capacity Letter

TAB E

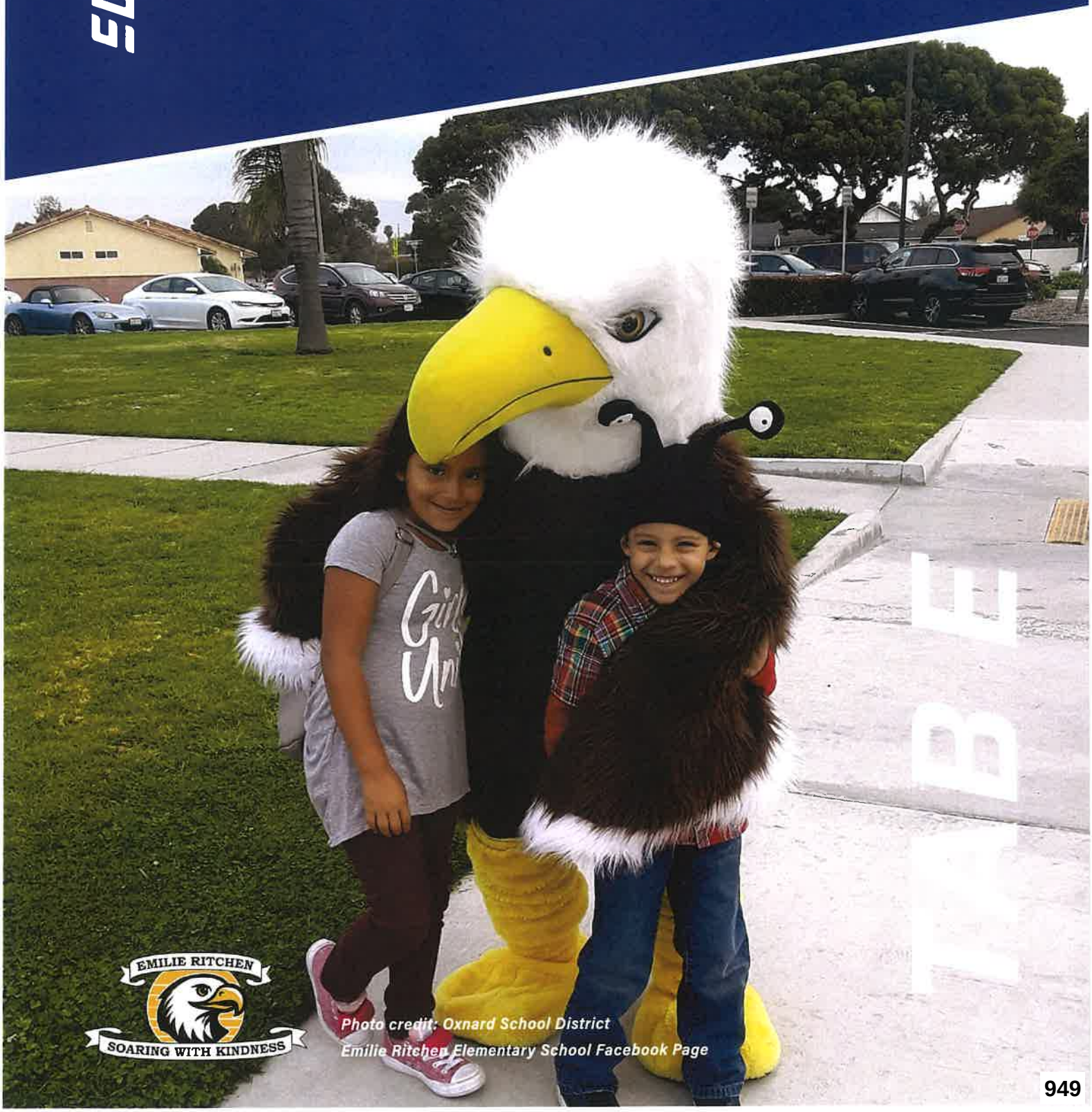


Photo credit: Oxnard School District
Emilie Ritchen Elementary School Facebook Page

BONDING & CAPACITY LETTER

*Please see Attachment 5 in the Addendum for our **Bonding & Capacity Letter**.*



Nationwide
is on your side

July 8th, 2024

Oxnard Union School District

RE: Letter of Bondability – Edwards Construction Group, Inc.

To whom it may Concern:

Nationwide Mutual Insurance Company (Nationwide), NAIC #23787 has the pleasure of handling Edwards Construction Group, Inc. (ECG) surety bonding requirements. Nationwide is a Surety Company that is "A" rated by A.M. Best, Treasury Listed and California Admitted. ECG is an organization which in the past has qualified for $80,000,000.00 single contract value, & $150,000,000.00 in total contract value and maintains this level of capacity today. ECG remains in great standing with Nationwide and presently has no current or pending claims against them.

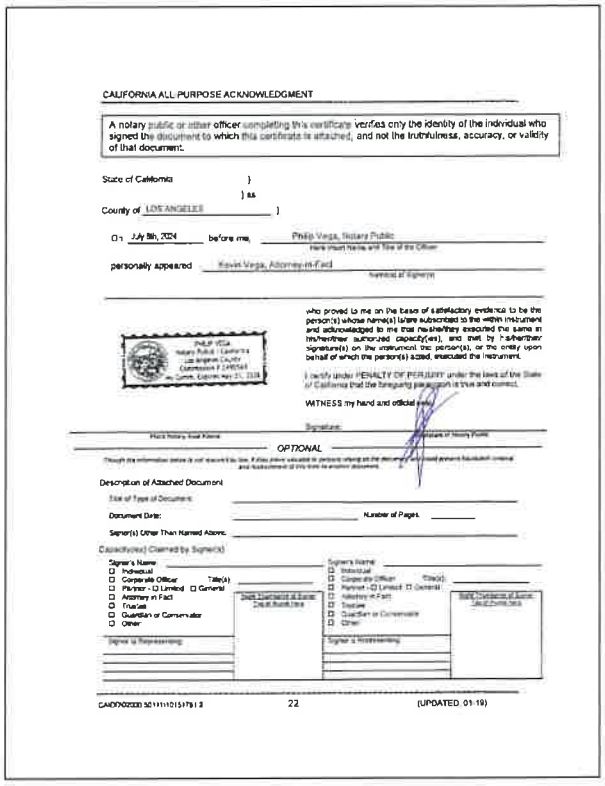
Our investigation of this firm clearly indicates a company thoroughly versed in the construction industry with great depth of experienced people who have become well known for their ability to complete jobs on schedule and within budget, complemented with excellent workmanship. We found their relationship with subcontractors and suppliers to be far above average, which we feel, are of great importance to a well-run project.

We understand that ECG is desirous of bidding on, or securing, a construction contract which may require a bid and/or performance and payment bond(s). Based upon normal underwriting conditions being prevalent, if we are requested to execute such bonds, as required by the terms of any contract awarded to ECG, we can foresee no difficulty in fulfilling such as request.

You understand of course, that any arrangement for bonds is a matter between the contractor and ourselves and we assume no liability to third parties or to you if for any reason we do not execute said bond or bonds.

Sincerely,

Kevin Vega, Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of LOS ANGELES)

On July 8th, 2024 before me, Philip Vega, Notary Public
(Here Insert Name and Title of the Officer)

personally appeared Kevin Vega, Attorney-in-Fact
(Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
(Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer is Representing: _____

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer is Representing: _____

CA0N702000 5211111015781 3 22 (UPDATED: 01-19)

EDWARDS

DSA Plan Review

TAB F

CONSTRUCTION CHALLENGES & SOLUTIONS
SITE LOGISTICS PLAN
COST ESTIMATE
PRECONSTRUCTION FEE
GMP RISK EVALUATION



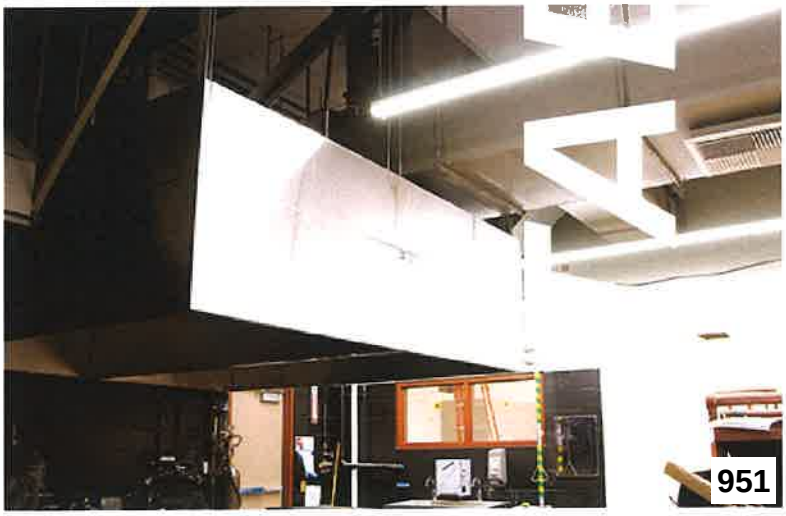








Edwards Construction Group, Inc.
Santa Maria High School CTE Modernization



Construction Challenges & Solutions

Edwards Construction Group, Inc. has identified several potential construction challenges for the Ritchen Elementary School Modernization Project. We propose the following solutions to ensure these challenges do not cause unnecessary delays or additional costs:

PHASED CONSTRUCTION ON ACTIVE CAMPUS:

Challenge: Managing construction on an active campus with an unknown student load requires consideration for temporary classrooms and restrooms.

Solution: Implement additional temporary classrooms and restrooms to accommodate students during each construction phase. This will ensure minimal disruption to the educational process and maintain a safe and functional environment for students and staff.

SECURE LAYDOWN AREA AND SAFE PATH OF TRAVEL:

Challenge: Securing a laydown area for phased work that allows safe movement between phases. The potential laydown locations may block the single drive lane or fire lane.

Solution: Utilize the laydown area at the southwest corner of the campus, using the fire lane for access. Implement handcarts to move materials between phases during class changes, ensuring safe and efficient transportation without disrupting daily school operations.

PARTITIONING OF THE HVAC SYSTEM:

Challenge: Partitioning the HVAC system during phased construction can be complex and may impact the comfort and safety of the occupied areas.

Solution: Install temporary or bypass ducts to maintain HVAC functionality throughout the construction phases. This approach ensures that the HVAC system continues to operate efficiently, providing a comfortable environment for students and staff.

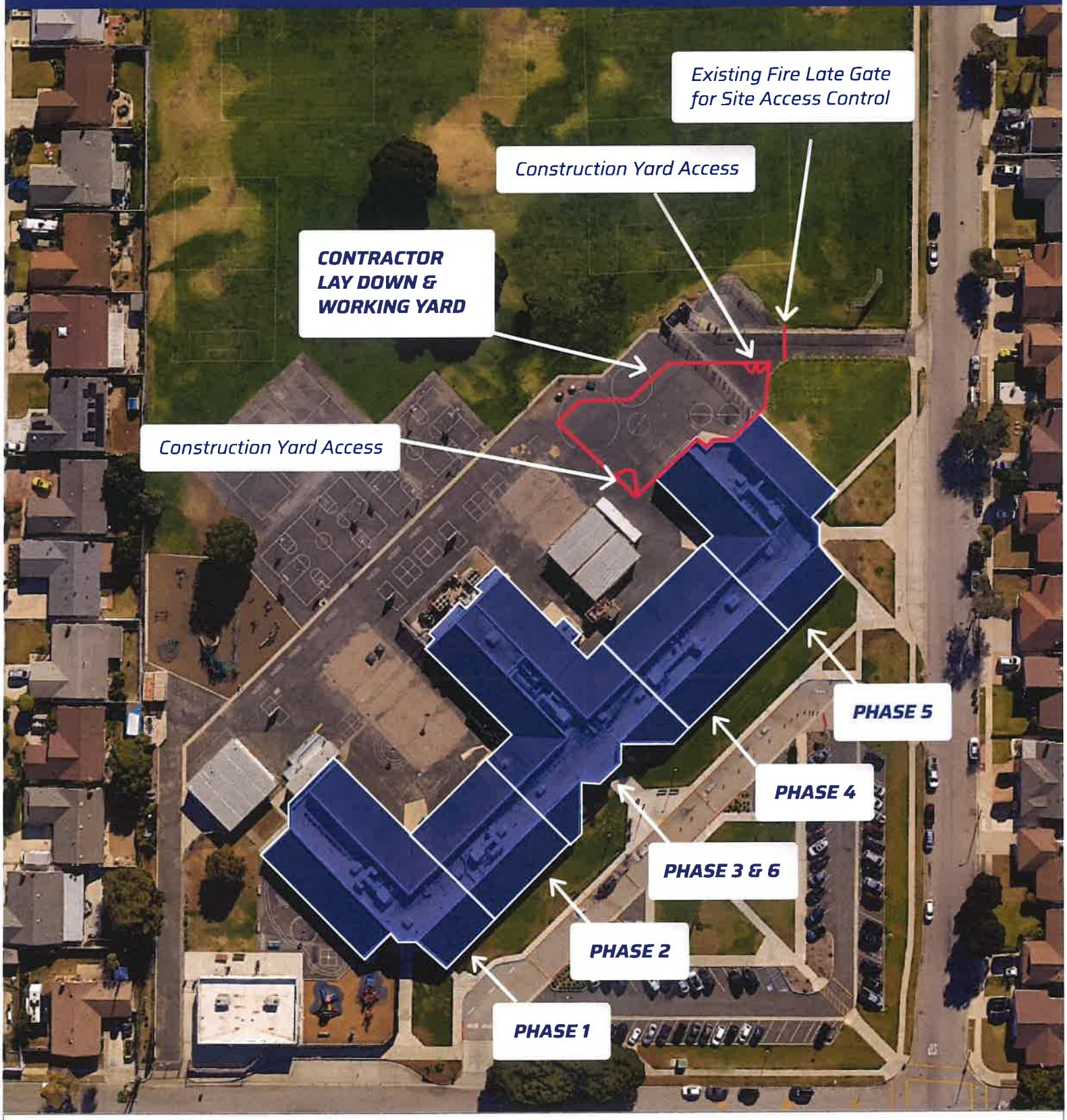
ISOLATION OF UTILITIES:

Challenge: Isolating electricity, water, and sewer systems to ensure safe work areas during construction, especially when these utilities cannot be completely isolated.

Solution: Conduct a thorough location survey of all existing utilities and develop a detailed plan for working on active lines. Implement utility shutdowns as needed and prepare an emergency plan for any accidental breaches. This proactive approach will minimize risks and ensure quick resolution of any issues that arise.

Site Logistics Plan

*Please see Attachment 6 in the Addendum for our **Technical Site Logistics Plan.***



Cost Estimate

CSI CODE	DIVISION / TRADE	QTY	METRIC	SUBCONTRACTOR	SUB-TOTAL
00 00 00	**Procurement and Contracting Requirements**				
00 72 00	General Conditions	1	LS	$ 764,105.00	$ 764,105.00
02 00 00	**Existing Conditions**				
02 41 19	Selective Demolition	1	LS	$ 150,000.00	$ 150,000.00
03 00 00	**Concrete**				
03 00 00	Concrete	1	LS	$ 165,000.00	$ 165,000.00
05 00 00	**Metals**				
05 50 00	Metal Fabrications	1	LS	$ 50,000.00	$ 50,000.00
06 00 00	**Wood, Plastics, and Composites**				
06 10 00	Rough Carpentry	1	LS	$ 600,000.00	$ 600,000.00
06 20 00	Finish Carpentry	1	LS	$ 75,000.00	$ 75,000.00
06 41 00	Architectural Wood Casework	1	LS	$ 150,000.00	$ 150,000.00
07 00 00	**Thermal and Moisture Protection**				
07 13 00	Sheet Waterproofing	1	LS	$ 25,000.00	$ 25,000.00
07 92 00	Joint Sealants	1	LS	$ 10,000.00	$ 10,000.00
08 00 00	**Openings**				
08 41 13	Aluminum-Framed Entrances and Storefronts	1	LS	$ 80,000.00	$ 80,000.00
08 71 00	Door Hardware	1	LS	$ 35,000.00	$ 35,000.00
08 81 00	Glass Glazing	1	LS	$ 20,000.00	$ 20,000.00
09 00 00	**Finishes**				
09 05 61	Concrete Moisture-Control System	1	LS	$ 25,000.00	$ 25,000.00
09 22 26	Ceiling Grid Suspension System	1	LS	$ 50,000.00	$ 50,000.00
09 28 13	Cementitious Backing Boards	1	LS	$ 35,000.00	$ 35,000.00
09 29 00	Gypsum Board	1	LS	$ 200,000.00	$ 200,000.00
09 30 13	Ceramic Tiling	1	LS	$ 100,000.00	$ 100,000.00
09 51 00	Acoustical Ceilings	1	LS	$ 150,000.00	$ 150,000.00
09 65 00	Resilient Flooring	1	LS	$ 90,000.00	$ 90,000.00
09 68 00	Carpeting	1	LS	$ 120,000.00	$ 120,000.00
09 72 16	Vinyl-Coated Fabric Wall Cove. & Tackable Substrate	1	LS	$ 75,000.00	$ 75,000.00
09 72 19	Rigid Sheet Wall Coverings	1	LS	$ 35,000.00	$ 35,000.00
09 77 13	Vinyl-Wrapped Panels- Tackboards	1	LS	$ 50,000.00	$ 50,000.00
09 84 33	Wood Fiber Acoustical Units	1	LS	$ 60,000.00	$ 60,000.00
09 91 00	Painting	1	LS	$ 80,000.00	$ 80,000.00
10 00 00	**Specialties**				
10 11 00	Visual Display Units	1	LS	$ 45,000.00	$ 45,000.00
10 14 00	Signage	1	LS	$ 25,000.00	$ 25,000.00
10 21 13	Toilet Compartments	1	LS	$ 25,000.00	$ 25,000.00
10 26 00	Wall and Door Protection	1	LS	$ 20,000.00	$ 20,000.00
10 28 00	Toilet, Bath, and Laundry Accessories	1	LS	$ 15,000.00	$ 15,000.00
12 00 00	**Furnishings**				
12 21 13	Horizontal Louver Blinds	1	LS	$ 25,000.00	$ 25,000.00
12 24 13	Roller Window Shades	1	LS	$ 15,000.00	$ 15,000.00
22 00 00	**Plumbing**				
22 00 00	Plumbing	1	LS	$ 100,000.00	$ 100,000.00
23 00 00	**Heating, Ventilating, and Air Conditioning (HVAC)**				
23 00 00	Heating, Ventilating, and Air Conditioning (HVAC)	1	LS	$ 1,500,000.00	$ 1,500,000.00
26 00 00	**Electrical**				
26 00 00	Electrical	1	LS	$ 600,000.00	$ 600,000.00
27 00 00	**Communications**				
27 00 00	Communications	1	LS	$ 250,000.00	$ 250,000.00
28 00 00	**Electronic Safety and Security**				
28 31 00	Fire Detection and Alarm	1	LS	$ 100,000.00	$ 100,000.00

Total Bid Direct Cost		$ 5,914,105.00
Contingency	2%	$ 118,282.00
Insurance	1.75%	$ 103,497.00
Fee	6%	$ 354,846.00
Bond Subtotal		$ 6,490,730.00
	0.624%	$ 40,772.20
Total Bid		**$ 6,531,502.20**

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Edwards Construction Group | LIC No. 1057451
954

Preconstruction Fee

FEES	AMOUNT
Proposed Preconstruction Service Fee (Not to Exceed)	$39,500.00
Fee (Inclusive of Overhead & Profit)	6%
Bonds and Insurance (Excludes Builders Risk)	2.5%

PRECONSTRUCTION SERVICES BREAKDOWN	AMOUNT
50% Construction Documents Phase Estimate	$5,000.00
50% Construction Documents Phase Constructibility Review	$12,000.00
50% Construction Documents Phase Schedule Update	$2,500.00
100% Construction Documents Phase Estimate	$7,500.00
100% Construction Documents Phase Constructibility Review	$10,000.00
100% Construction Documents Phase Schedule Update	$2,500.00
TOTAL	$39,500.00

ADDITIONAL BILLABLE RATES (IF NEEDED)

Owner/Executive	$175.00
Project Executive	$150.00
Project Manager	$105.00
Assistant Project Manager	$80.00
Project Engineer	$72.00
Superintendent	$95.00

General Conditions

GROUP	PHASE	DESCRIPTION	TOTAL	GRAND TOTAL	TAKEOFF QTY		LABOR COST		LABOR PRICE		LABOR AMOUNT	MATERIAL PRICE		MATERIAL AMOUNT	EQUIP. PRICE		EQUIP. AMOUNT	OTHER PRICE		OTHER AMOUNT
010000		OVERHEAD																		
013100		ADMIN REQUIREMENTS																		
	013101	Permits & Fees																		
		Procore Project Management	4,500.00	4,500.00	450	Days						10	/DAY	4,500.00						
	013110	** Field personnel																		
		ECG Field Mgmt- Project Manager	235,200.00	235,200.00	280	Days	840	/Day	105	/Hr	235,200.00									
		ECG Field Mgmt - Superintendent-Justin	212,800.00	212,800.00	280	Days	760	/Day	95	/HR	212,800.00									
		ECG Upper Mgmt - (Working 1 hrs/day)	40,000.00	40,000.00	200	Days	200	/Day	200	/Day	40,000.00									
	013120	** ECG Company Vehicles																		
		** Vehicle Expense - 2018 GLC Mercedes** Tyler	5,600.00	5,600.00	100	Days						0.88	/Mi	4,400.00	12	/Day	1,200.00			
		** Vehicle Expense - 2016 1.5 Ton DodgeTruck****Hauling	28,000.00	28,000.00	200	Days						0.8	/Mi	8,000.00	100	/Day	20,000.00			
		** Vehicle Expense - 2020 Chev 5500 Truck** Nolan	8,400.00	8,400.00	60	Days						0.8	/Mi	2,400.00	100	/Day	6,000.00			
		** Vehicle Expense - 2012 2500 Chevy Truck ** JUSTIN'S	3,000.00	3,000.00	60	Days						0.8	/Mi	2,400.00	10	/Day	600.00			
		** Vehicle Expense - 2021 Chev 2500 Truck ** LANDON'S	3,120.00	3,120.00	60	Days						0.8	/Mi	2,400.00	12	/Day	720.00			
		** Vehicle Expense - 2012 2500 Chev Truck ** RYAN'S	5,200.00	5,200.00	100	Days						0.8	/Mi	4,000.00	12	/Day	1,200.00			
		** Vehicle Expense - 2016 GMC Diesel Truck ** BRAD'S	5,000.00	5,000.00	100	Days						0.8	/Mi	4,000.00	10	/Day	1,000.00			
		** Vehicle Expense - 2016 1500 Dodge Truck ** Rob	10,000.00	10,000.00	200	Days						0.8	/Mi	8,000.00	10	/Day	2,000.00			
		** Vehicle Expense - 2016 1500 Dodge Truck ** Super	17,000.00	17,000.00	400	Days						0.65	/Mi	13,000.00	10	/Day	4,000.00			
		** Vehicle Expense - Maintenance Per Day	1,600.00	1,600.00	400	Days									4	/Day	1,600.00			
		** Vehicle Expense - Fuel Per Day	9,125.00	9,125.00	365	Days												25	/Day	9,125.00
015000		FACILITIES & TEMP CONTROL																		
	015205	** ECG Field Office Exp																		
		Mobilization of Storage Containers, and Equip (ttl days of proj.)	4,100.00	4,100.00	400	Days	10	/DAYS	80	/HR	4,000.00	0.25	/DAYS	100.00						
		** Field Mobilization (Project Days)	10,000.00	10,000.00	400	Days	25	/DAY	80	/HR	10,000.00									
		** Field Mobilization (Crane Service for Containers & Office)	1,200.00	1,200.00	8	HRs									130	/HR	1,040.00	20	/HR	160.00
		** ECG Field Office (Project Days)	33,600.00	33,600.00	420	Days						80	/Day	33,600.00						
		** ECG Field Office Supplies (Wk Days)	6,000.00	6,000.00	400	Day						15	/DAY	6,000.00						
		** First Aid Kits / Safety Equipment	100.00	100.00	2	EA												50	/EA	100.00
		** ECG Project Engineer Cell Phone	1,760.00	1,760.00	220	Days												8	/Day	1,760.00
		** ECG Superintendant Cell Phone	2,400.00	2,400.00	400	Days												6	/Day	2,400.00
		** ECG Satellite Internet	4,000.00	4,000.00	400	Days												10	/Day	4,000.00
		** ECG Project Manager Cell Phone	2,400.00	2,400.00	400	Days												6	/Day	2,400.00
	015408	** Small Tools																		
		*Misc Small Tools (Proj Cal Days)	8,000.00	8,000.00	400	Days									20	/Day	8,000.00			
		*Small Tool Fuel - (Proj Cal Days)	2,000.00	2,000.00	400	Days												5	/Day	2,000.00
	015900	** Equipment Rental																		
		** Temporary Toilet	4,000.00	4,000.00	400	Days												10	/Day	4,000.00
		** ECG Dump Trailer	3,000.00	3,000.00	60	Days									50	/DAY	3,000.00			
	015904	Office - Means																		
		ECG Field Office, Software, Computers	14,000.00	14,000.00	400	Days						35	/DAY	14,000.00						
017000		EXECUTION REQUIREMENTS																		
	017104	Cleaning up																		
		** Punch List (From Total Project Days)	8,000.00	8,000.00	400	Days	15	/Day	15	/Day	6,000.00	5	/Day	2,000.00						
		** Daily Cleaning (Project Days)	12,000.00	12,000.00	400	Days	30	/DAY	30	/DAY	12,000.00									
		Jobsite Laborer (Use when needed for Misc Gen Cont Items)	66,000.00	66,000.00	100	Days	660	/DAY	660	/DAY	66,000.00									
		** Landfill Fees ($750 per dump)	15,000.00	15,000.00	20	EA												750	/EA	15,000.00
	017200	** Project Closeout																		
		** Project Close out (by ttl days of proj)	8,000.00	8,000.00	400	Days	15	/DAY	15	/DAY	6,000.00	5	/DAY	2,000.00						
TOTAL			$794,105.00	$794,105.00																

EDWARDS

Value Engineering Solutions

TAB G









TAB G





Relevant Qualifications

COST CONTROL & VALUE ENGINEERING

Edwards Construction Group prioritizes cost-effective strategies from project initiation. Early planning secures timely material arrivals through local storage facilities and strong vendor relationships. Constructability reviews ensure milestone accountability by guiding collaborative meetings, forming a master critical path method schedule and cost estimates.

Our embedded value engineering collaborates closely with architects, identifying cost-saving opportunities without compromising quality. Unique collaborations with vendors generate substantial savings, such as the $1 million saved on visual display finishes at Santa Maria Joint Union High School.

Advanced technology, notably custom drone analysis, eliminates unnecessary steps, proposing savings between one to two million dollars for a Central Coast School project. Anticipating challenges, as seen with Title 24 compliance issues at Santa Maria High School, drives proactive engagements, resulting in $300,000 savings through enhanced solutions.

Our prowess balances innovation and practicality, securing nearly $900,000 in cost reductions without compromising aesthetics. Edwards Construction Group consistently implements robust cost-reduction strategies, emphasizing quality projects with fiscal prudence.

As a self-performing general contractor, Edwards excels in major trade work, ensuring transparency and competitive bid comparisons, leveraging our skilled in-house workforce. We assure high-quality, cost-effective self-performed work, affirming our commitment to excellence.

CONCEPTUAL VALUE ENGINEERING FOR RITCHEN ELEMENTARY SCHOOL PROJECT

EFFICIENT PHASING OF WORK

To maximize efficiency and minimize disruptions, we propose handling larger sections of the campus during each phase of construction. Ideally, this work would be conducted on an unoccupied campus, allowing for streamlined operations and reducing the overall project timeline and associated costs. This approach can significantly decrease the labor and logistical expenses, ensuring the project remains within budget.

MODERNIZATION OF LOW VOLTAGE AND TV DESIGN:

A thorough review of the current low voltage and TV design specifications is recommended to align with the District's current standards. The existing specifications reference coaxial cable and other outdated components. Updating these to contemporary standards will not only improve the functionality and future-proof the infrastructure but also potentially reduce costs by eliminating unnecessary or outdated materials.

COST SAVINGS IN LOW VOLTAGE BACKBONE:

By having the contractor provide the low voltage backbone, including cabling, terminations, and racks, while allowing the Owner to procure and install the equipment, significant savings can be achieved. This strategy leverages the contractor's expertise in infrastructure while giving the Owner control over equipment choices, potentially benefiting from bulk purchasing or preferred vendor pricing.

MATERIAL SPECIFICATION REVIEW:

Conducting a full review of the material specifications for finishes and specialties to ensure availability, lead time, and cost alignment with current market conditions and District expectations. This review can identify opportunities to substitute materials that meet the required standards while offering better pricing or quicker availability, thus keeping the project on schedule and within budget.

EDWARDS

Identification of Trades

TAB H

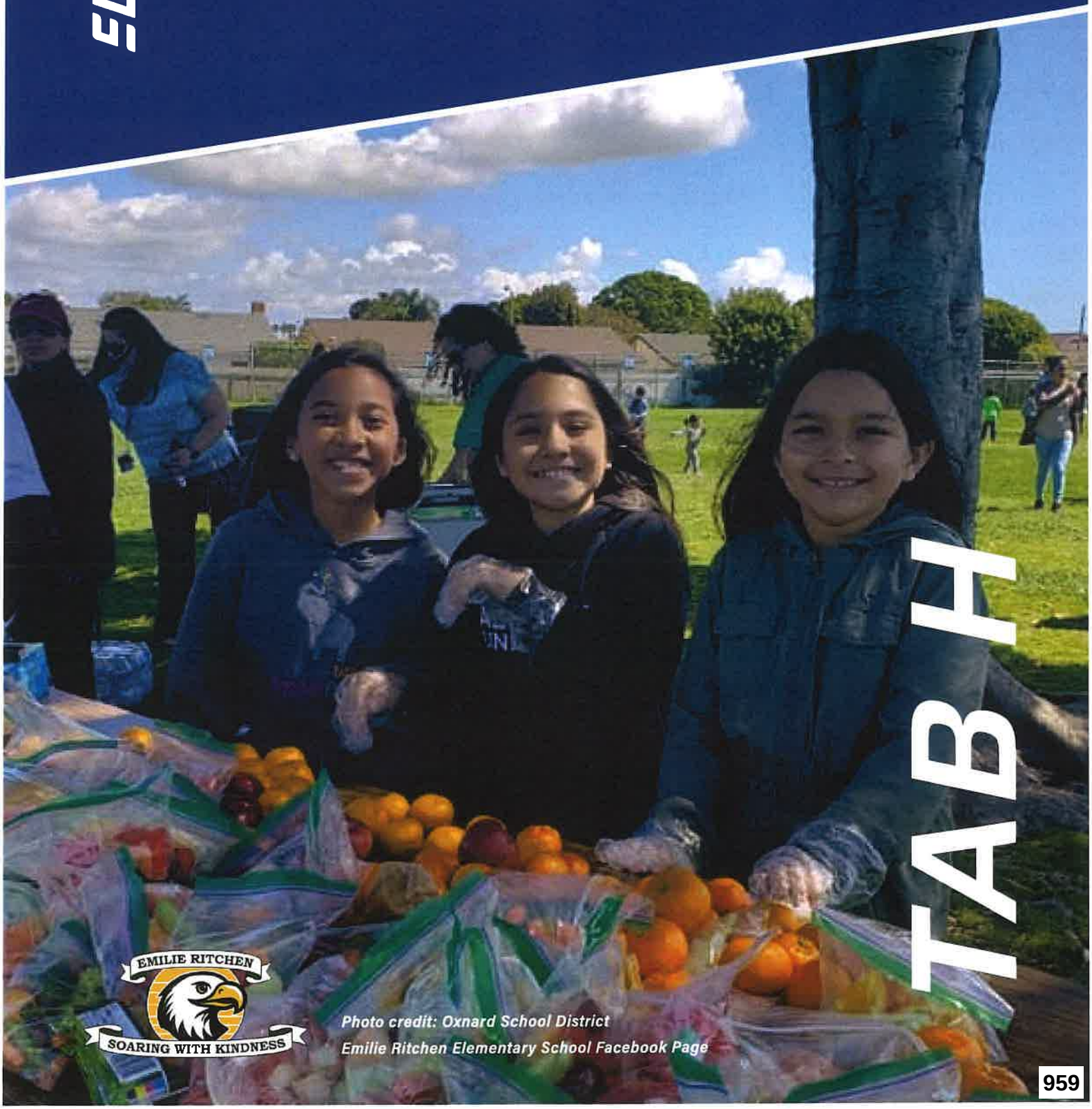


Photo credit: Oxnard School District
Emilie Ritchen Elementary School Facebook Page

TAB H

Identification of Trades

All scopes will be subcontracted with only minor and general labor/carpentry self performed in areas related to mobilization of site logistics.

Please see estimation of costs in the conceptual budget provided on pages 14 - 16.

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Edwards Construction Group | LIC No. 1057451
960

EDWARDS

Conceptual Schedule

TAB I

APPROACH TO SCHEDULE
PROJECT SCHEDULE ESTIMATE







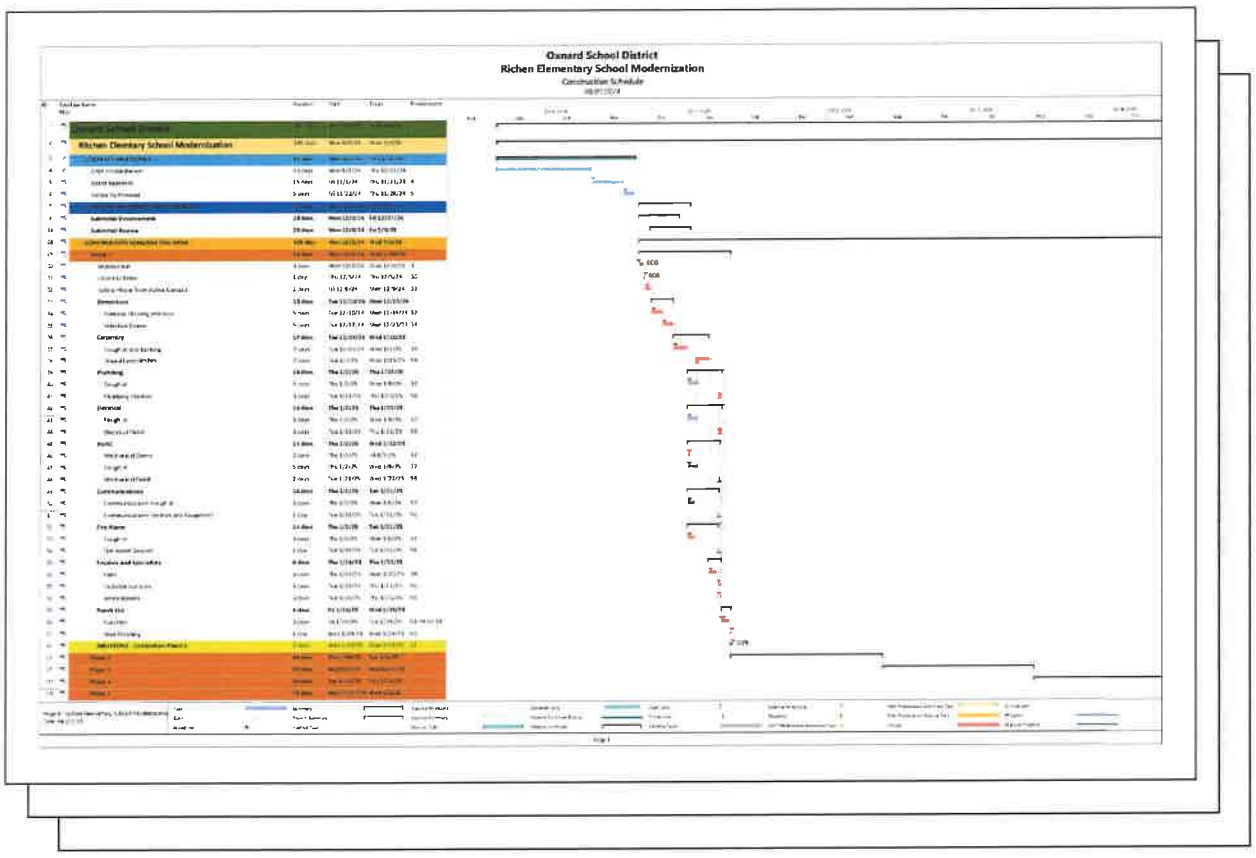






BONDING & CAPACITY LETTER

Please see Attachment 7 in the Addendum for a ***Complete Conceptual Schedule.***



EDWARDS
Edwards Construction Group | LIC No. 1057451
962

EDWARDS

Thank you.

We appreciate this opportunity to propose our services to the Oxnard School District, Caldwell Flores Winters, Inc., and your team. Edwards is passionate about building with and for our clients and their constituents. We look forward to continuing to build a strong and lasting relationship with you and your teams as we successfully bring your vision to life.

Thank you for reviewing our proposal and we look forward to working with you.

Sincerely,

Brad Edwards, President

Collaborative Design-Build Services for the Dairy Modernization Project

Thursday | March 14, 2024

EDWARDS CONSTRUCTION GROUP

License No. 1057451

991 Bennett Ave.
Arroyo Grande, CA 93420

805.335.1161
weareedwards.com

EDWARDS

Attachments

Appendix

PROJECT TEAM RESUMES
SAMPLE PROGRESS REPORT
SAFETY RECORD AND EMR LETTER
SAFETY LETTER OF EXPLANATION
BONDING AND CAPACITY LETTER
TECHNICAL SITE LOGISTICS PLAN
SCHEDULE

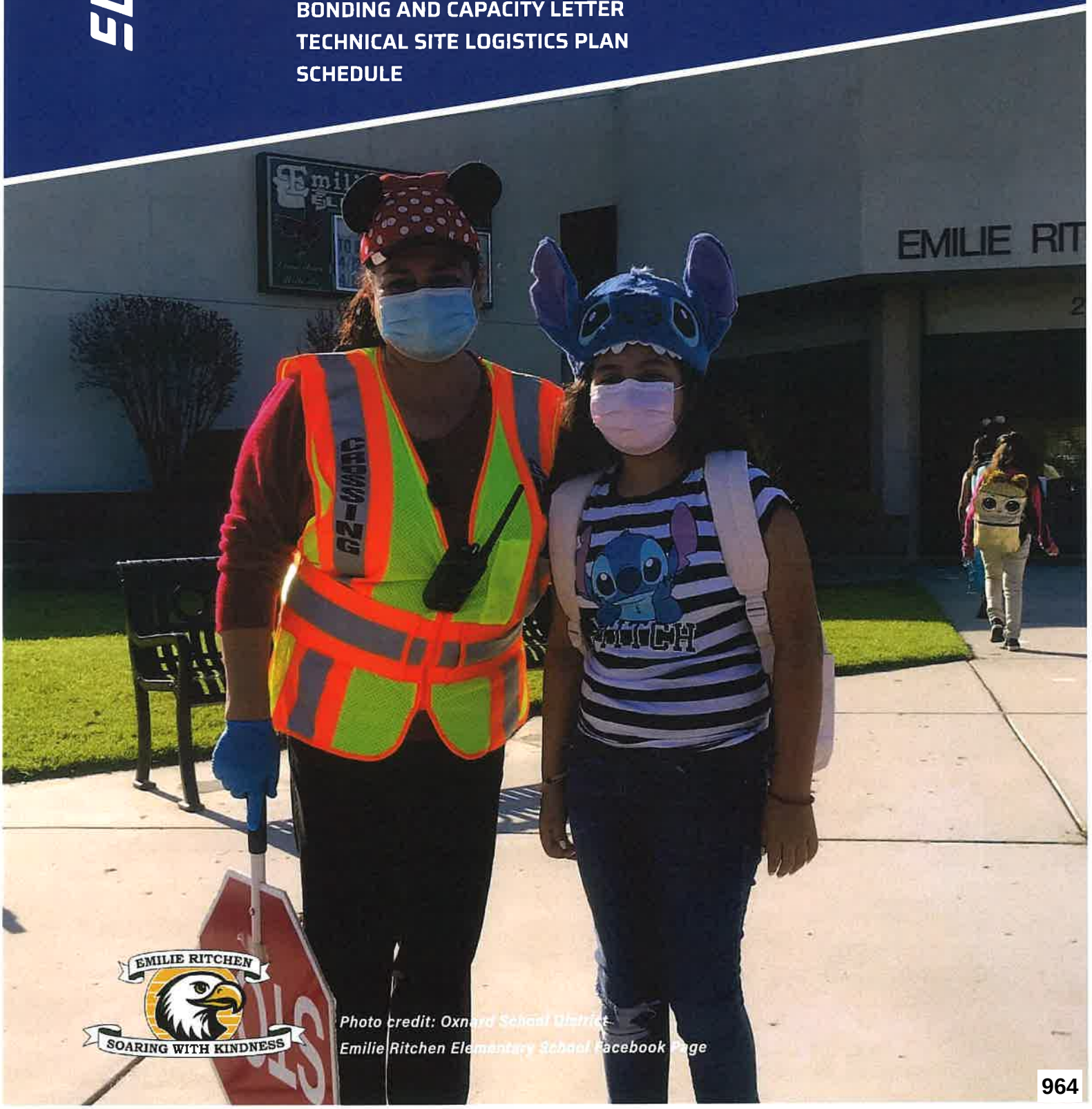


Photo credit: Oxnard School District Emilie Ritchen Elementary School Facebook Page

EDWARDS

Attachment 1

Project Team Resumes



BRAD EDWARDS

President, Preconstruction

Brad Edwards brings over 25 years of experience in construction, mastering carpentry, estimating, and project management. As a key member and mentor in preconstruction and construction, Brad holds primary A and B licenses for the company and is a certified Varco Pruden Metal Building Designer and Installer. He has estimated and developed budgets for projects ranging from small remodels to $60-million new construction. His extensive practical project experience provides exceptional insight for estimation, constructability, budgeting, planning, and scheduling.

Proficient in various estimating software programs, Brad excels in performing takeoffs and bidding on large projects. He has extensive experience responding to public RFPs and RFQs, including design-build, lease-leaseback, design assist, and pre-construction services. Brad collaborates closely with local design professionals and owners, particularly in public works construction with local school districts, county, and city agencies. His expertise in large-scale new construction and major renovations, especially in essential services and public facilities, makes him a valuable asset to any project.

Brad will lead the preconstruction effort, establishing the GMP budget and ensuring the Owner's needs are met. The Owner will have direct access to Brad for critical and suggestive decisions, fostering a trusting and productive partnership.

PORTFOLIO

President / Preconstruction, *Edwards Construction Group*

Emergency Operations and Regional Fire Center, County of Santa Barbara, 11/22 – Present
Sheriff Building Substation Re-Roof and Improvements, SLO County, 06/24-08/24
Guadalupe USD, Pasadera New Junior High School, Gymnasium, & ECL LLB, 12/23 – Present
Coastal Christian Multi-Purpose Building, 06/23 - Present
SMJUHSD, Santa Maria High School CTE Modernization Project, 06/23 – Present
SMJUHSD, Ernest Righetti High School CTE Modernization Project, 06/23 – Present
Lompoc Elementary Kinder Classrooms at 4 Sites, LLB, 08/23 - Present
Preconstruction and Design Services for Lompoc, LLB, 07/23 - 07/23
New Tech Classroom Building, Cold Springs SD, LLB, 05/30 - Present
La Colina Demo and Re-Roof Project, Santa Barbara US, LLB, 05/23 - Present
Buellton Elementary Kinder Classroom Building, LLB, 01/23 - Present
Oak Valley Pre-K Classroom Buildings, Buellton, LLB, 01/23 - 08/23
Vieja Valley Alterations Modernization, 11/22 - Present
Montecito Elementary Outdoor Pavilion Improvements, LLB, 06/22 - Present
Guadaupe USD, Pasadera Stone Columns Foundation Work, LLB, 06/22 - 10/22
Montecito Elementary Building D&E Remodel, LLB, 05/22 - Present
Branch Elementary School Multi-Purpose Room, 04/22 - 08/23
Grover Heights Elementary School, Multi-Purpose Room, LLB, 03/22 - 01/23
Solvang Elementary Culinary Arts Building, Site Improvements, 12-21 - 10/22
Shell Beach Elementary School Multi-Purpose Room, 09/21 - 08/22
Santa Maria HS New 50 Classroom & Administration Building, LLB, 01/21 - 03/23
Mary Buren New Modular Kindergarten Classroom Buildings, LLB, 02/20 - 01/21
Santa Maria High School CTE & Agriculture Farm Campus, LLB, 01/18 - 02/21
Ernest Righetti High School 38 Classroom Building, LLB, 06/16 - 05/19
Pioneer Valley High School Performing Arts Building, LLB 01/15 - 10/17

CONTACT

email
be@edwardscongroup.com
phone
805.335.1161
cellular
805.868.2874
website
weareedwards.com

REGISTRATION

A & B License in Engineering and General Contracting

Timberline Estimating

Bid Leveling Software

Procore Management

Microsoft Projects



ROBERT PERKS

Project Executive

Robert Perks is an accomplished Project Manager with extensive experience managing a broad spectrum of construction projects across the Central Coast. With a tenure at Bernards, he led the Oxnard Union High School District's Measure A bond program, successfully delivering the $20 million Hueneme HS HVAC and Classroom Modernization project alongside multiple other initiatives, showcasing his adeptness at managing complex projects on active campuses.

At Staples Construction, Robert managed a diverse portfolio of local Ventura County projects, including assisted living facilities and multi-family mixed-use developments, demonstrating his expertise in leading projects from bid to closeout. His role at The Penta Building Group saw him at the forefront of constructing the Thacher School Creativity and Technology Building, a 22,000 sq ft cutting-edge humanities building, highlighting his capability to manage intricate projects with precision. During his time at Balfour Beatty Construction, he spearheaded the Rio Del Sol STEAM Academy project, further showcasing his leadership in delivering innovative educational facilities. His background in engineering, combined with his certifications in LEED, OSHA, and construction practices, equips him with a profound understanding of project management, safety, and sustainability standards, making him a valuable asset to the project.

PORTFOLIO

Executive, *Edwards Construction Group, Inc.*

Oxnard Union High School District, HVAC Modernizations & classroom and facility upgrades
Emergency Operations and Regional Fire Center, County of Santa Barbara

Project Manager, *Bernards*

Oxnard Union High School District, HVAC Modernizations & classroom and facility upgrades
Emergency Operations and Regional Fire Center, County of Santa Barbara

Project Manager, *Staples Construction*

Oxnard College Fire Academy Apparatus Bay Phases 1&3, Ventura Community College District
Via San Clemente, Ventura, CA, 8 unit townhome / mixed use. 54000 sq ft, $8 million
Vista Simi Valley Assisted Living, 51,000 sq ft $12 million

Project Manager, *The Penta Building Group*

Thacher School - Project Based Learning Hub - Ojai, CA
Thacher School - Dining Pavilion - Ojai, CA

Project Manager, *Balfour Beatty Construction*

Rio USD - Rio Del Sol - Oxnard, CA

Additional Projects

LACCD West LA Campus - Build LACCD - Culver City, CA
Simi USD -District Wide Needs Assessment/Trusted Construction Advisor - Simi Valley, CA
Oak Park USD - Trusted Construction Advisor/Bond Management - Oak Park, CA

CONTACT

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805.256.2730
website
weareedwards.com

REGISTRATION

LEED AP

OSHA 10 & 30 Hour Construction safety and Health

MS Ocean Engineering, Florida Atlantic University

SDSU Construction Practices (Planning & Estimating coursework)



NICK CRAMER

Project Manager

Being situated just a few miles away from Cal Poly San Luis Obispo, our corporate office gives Edwards an advantage in selecting top-tier construction managers. Nick has consistently showcased remarkable competence in managing Edwards Construction projects, and our expectations of our team are high. As an Eagle Scout, he brings exceptional organizational skills, a proficient grasp of the latest in construction technology, and a keen eye for the smallest details in any form or document, making him an unwaveringly reliable asset for any task.

Nick's methodical approach and his knack for identifying and solving the minutest details ensure that the job is done accurately the first time. For this project, Nick will deliver the comprehensive services expected from a senior- level Project Engineer. Additionally, he will serve as an extra monitor for all construction activities, overseeing progress and ensuring adherence to plans and specifications. His role extends to aiding in cost control, maintaining quality standards, and serving as an additional technical point of contact for the project.

EDUCATION

California Polytechnic State University - San Luis Obispo, CA (Class of 2019)
Bachelor of Science: Construction Management

PORTFOLIO

Project Manager, *Edwards Construction Group, Inc.*

Oxnard Union High School District, HVAC Modernizations & classroom and facility upgrades
Emergency Operations and Regional Fire Center, County of Santa Barbara

Senior Project Engineer, *Bernards Bros. Inc.*

Senior Project Engineer (Construction Manager) - HVAC Modernization, Oxnard UHSD

Managed construction contracts across multiple high school campuses as part of a $400 million bond initiative for the Oxnard Union High School District

Project Engineer, *Gilbane Building Company*

MEP Project Engineer - Cal Poly Frost Center

MEP engineer on a $90 million multifunctional educational and laboratory facility on a California State University campus

Project Engineer - Cal Poly Plant Conservatory & Cal Poly Eucalyptus House Projects

Executed buyout through occupancy of a $4.3 million plant conservatory design-build project and a $1.7 million modular laboratory design-build project

CONTACT

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REGISTRATION

40 Hour HAZWOPER Training Certificate

EDWARDS

Attachment 2

Sample Progress Reports

EDWARDS

Emergency Operations and Regional Fire Communications Center
April 2024 Schedule Narrative Report

- **Original Contract Completion Date:**
  - 05/20/24
- **Current Contract Completion Date:**
  - 07/05/24
- **Project Milestones:**
  - Notice to Proceed: 03/15/23
  - Contractual Completion Date: 07/05/24
  - Rough Framing 2/23/24

- **Work Completed from April 1, 2024 – April 30, 2024:**
  - Complete site electrical solar utilities
  - Complete solar carport structure and panels
  - Completed building weather proofing
  - Continued MEP rough-in
  - Completed HVAC installation
  - Completed building insulation at interior walls
  - Hanging drywall at interior walls
  - Completed window opening breakmetal flashing
  - Began electrical equipment installation
  - Partial interior storefront frames and glazing
  - Partil exterior storefront frames and glazing
  - Set interior and exterior door frames

- **Problem Areas:**
  - The County CM sent a notice on April 26th for Stucco System Installation Deficiency. This area of concern is actively under review by Edwards and the design team colaboratively. This has and will delay the installation of the exterior lath and plaster system until final direction is provided.
  - Drywall can not be installed at exterior walls untill lath screws have been installed. This impacts installation of other building finishes and impacts the critical path of the schedule.

- **Current Delaying Factors:**
  - Exterior plaster attachment.

- **Anticipated Delaying Factors:**
  - Anticipated Terra Cotta Ceramic5 system delivery anticipated first week of July.

- **Critical Path Activities:**
  - MEP Build-Out in UPS & Equipment Room
  - Finish MEPs (mainly electrical and telecom)
  - Interior Drywall Installation (Hanging, Tape & Texture)

EDWARDS CONSTRUCTION GROUP

LIC No. 1057451

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Santa Maria, CA 93454
805.335.1161
weareedwards.com

EDWARDS

Attachment 3

Safety Record & EMR Rating Letter

WCIRB California™
Objective. Trusted. Integral.

Workers' Compensation Experience Rating Form

EDWARDS CONSTRUCTION GROUP INC
PO BOX 350
NIPOMO CA 934440-0000

Bureau Number	9-88-20-44-R
Effective Date	**07/01/2024**
Issue Date	03/02/2024
Experience Modification	**101%**
Insurer	TRAVELERS PROP CAS CO OF AM
Insurer Group	TRAVELERS GRP #2
Policy Number	UB9N9810982326G
Issuing Office	RANCHO CORDOVA
Experience Period	10/01/2019 to 10/01/2022

Summary of Payroll and Expected Losses

Class Code	Payroll	Expected Loss Rate per $100 payroll	Expected Losses	D-Ratio	Expected Primary Losses	Expected Excess Losses
Insurer: 697 Policy Period : 07/01/2022 to 07/01/2023						
5040	5,003	2.87	144	0.219	32	112
5187	20,370	1.08	220	0.248	55	165
5205	888,779	1.62	14,398	0.239	3,441	10,957
5432	906,872	1.87	16,959	0.223	3,782	13,177
5447	3,847	1.19	46	0.227	10	36
5485	8,090	2.05	166	0.203	34	132
6220	392,343	1.05	4,120	0.213	878	3,242
8227	98,112	1.40	1,374	0.285	392	982
8742	1,174,357	0.10	1,174	0.306	359	815
8810	1,708,676	0.08	1,367	0.349	477	890
Totals	**5,206,449**		**39,968**		**9,460**	**30,508**
Insurer: 697 Policy Period : 07/01/2021 to 07/01/2022						
5040	1,962	2.87	56	0.219	12	44
5187	779	1.08	8	0.248	2	6
5205	468,714	1.62	7,593	0.239	1,815	5,778
5432	701,818	1.87	13,124	0.223	2,927	10,197
5447	21,605	1.19	257	0.227	58	199
5485	16,219	2.05	332	0.203	67	265
6220	194,554	1.05	2,043	0.213	435	1,608
8227	58,411	1.40	818	0.285	233	585
8742	299,783	0.10	300	0.306	92	208
8810	838,172	0.08	671	0.349	234	437
Totals	**2,602,017**		**25,202**		**5,875**	**19,327**
Insurer: 697 Policy Period : 07/01/2020 to 07/01/2021						
5040	5,193	2.87	149	0.219	33	116
5205	68,139	1.62	1,104	0.239	264	840
5432	145,404	1.87	2,719	0.223	606	2,113
6220	82,084	1.05	862	0.213	184	678
Totals	**300,820**		**4,834**		**1,087**	**3,747**

Summary of Claims and Actual Losses **Primary Threshold: 15,000**

Claim Number	Injury Type	Open / Closed	Actual Losses	Actual Primary Losses
Totals	0		0	**0**
FUJ6822	04	Open	175,000	14,750
FUR1747	06	Closed	221	0
FWZ1636	06	Closed	2,288	2,038
Totals	3		177,509	**16,788**
Totals	0		0	**0**

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any
Data reported under Classification Code 5059 has been reassigned to Classification Code 5040 for experience rating purposes.

WCIRB California™
Objective. Trusted. Integral.

Workers' Compensation Experience Rating Form

EDWARDS CONSTRUCTION GROUP INC
PO BOX 350
NIPOMO CA 934440-0000

Bureau Number	9-88-20-44-R
Effective Date	**07/01/2024**
Issue Date	03/02/2024
Experience Modification	**101%**
Insurer	TRAVELERS PROP CAS CO OF AM
Insurer Group	TRAVELERS GRP #2
Policy Number	UB9N9810982326G
Issuing Office	RANCHO CORDOVA
Experience Period	10/01/2019 to 10/01/2022

	Expected Losses	Expected Primary Losses	Expected Excess Losses	Number of Claims	Actual Losses	Actual Primary Losses
Experience Period Totals	C 70,004	16,422	B 53,582	3	177,509	A 16,788

[Actual Primary Losses A 16,788 + Expected Excess Losses B 53,582] / Expected Losses C 70,004 = **101%** Experience Modification

Loss-Free Rating: 77%

(S) Subrogation; (J) Joint Claim; (P) Partially Fraudulent, if any
Data reported under Classification Code 5059 has been reassigned to Classification Code 5040 for experience rating purposes.

EDWARDS

Attachment 4

Safety Record Letter of Explanation

EDWARDS

Steven Funkhouser
Human Resources/Safety
Edwards Construction Group Inc.

07/12/2024

Subject: Explanation of High Experience Modification Rating (EMR)

To Whom It May Concern,

I am writing to provide a clear and transparent explanation regarding our Experience Modification Rating (EMR) of 1.01, as reported by the Workers' Compensation Insurance Rating Bureau of California (WCIRB).

Edwards Construction Group Inc. began operations in 2019. Consequently, our low number of employees during the start-up phase resulted in a skewed EMR that did not accurately reflect our commitment to workplace safety and risk management.

Allow me to elaborate on some key factors that contributed to our high EMR:

- **Early Stages of Operations:** As a new company, we had a limited workforce and operational history during the initial years of 2019 to 2022. Any incidents or claims during this period had a substantial impact on our EMR due to the relatively small payroll and limited data points.

- **Safety Initiatives:** Although our EMR does not yet reflect this adequately, Edwards Construction Group Inc. has always prioritized safety as our topmost concern. We have implemented comprehensive safety training programs, established strict safety protocols, and fostered a culture of safety awareness among all our employees.

- **Growth:** As we continue to expand and execute more projects, our increased payroll will eventually help balance out the impact of past incidents on our EMR. The gradual inclusion of new policies and years of low claim activity will demonstrate a more accurate representation of our safety record.

- **Proactive Measures:** We have taken proactive measures to minimize future claims and maintain a safe working environment. Our focus on risk management has resulted in a significant reduction in incidents during recent periods.

EDWARDS
CONSTRUCTION
GROUP

LIC No. 1057451

991 Bennett Ave.
Arroyo Grande, CA 93420
805.335.1161
weareedwards.com

EDWARDS

At Edwards Construction Group Inc., we firmly believe in transparency and accountability. We acknowledge that our high EMR is an area of concern and are actively working towards continuous improvement in this regard. We remain committed to meeting the highest standards of safety and adhering to best practices within our industry.

We would like to assure you that our projects are managed with utmost care, adhering to industry regulations and prioritizing the safety and well-being of our employees and partners. As a new and ambitious company, we are excited about the opportunity to work with clients who value our commitment to growth, improvement, and excellence.

Thank you for considering Edwards Construction Group Inc. for your project needs. We look forward to the possibility of collaborating with you and showcasing our dedication to delivering exceptional results.

Sincerely,



Steven Funkhouser
Human Resources/Safety
Edwards Construction Group Inc.

EDWARDS CONSTRUCTION GROUP

LIC No. 1057451

991 Bennett Ave.
Arroyo Grande, CA 93420
805.335.1161
weareedwards.com

EDWARDS

Attachment 5

Bonding & Capacity Letter

Nationwide®
is on your side

July 8th, 2024

Oxnard Union School District

RE: Letter of Bondability – Edwards Construction Group, Inc.

To whom it may Concern:

Nationwide Mutual Insurance Company (Nationwide), NAIC #23787 has the pleasure of handling Edwards Construction Group, Inc. (ECG) surety bonding requirements. Nationwide is a Surety Company that is "A" rated by A.M. Best, Treasury Listed and California Admitted. ECG is an organization which in the past has qualified for $80,000,000.00 single contract value, & $150,000,000.00 in total contract value and maintains this level of capacity today. ECG remains in great standing with Nationwide and presently has no current or pending claims against them.

Our investigation of this firm clearly indicates a company thoroughly versed in the construction industry with great depth of experienced people who have become well known for their ability to complete jobs on schedule and within budget, complemented with excellent workmanship. We found their relationship with subcontractors and suppliers to be far above average, which we feel, are of great importance to a well-run project.

We understand that ECG is desirous of bidding on, or securing, a construction contract which may require a bid and/or performance and payment bond(s). Based upon normal underwriting conditions being prevalent, if we are requested to execute such bonds, as required by the terms of any contract awarded to ECG, we can foresee no difficulty in fulfilling such as request.

You understand of course, that any arrangement for bonds is a matter between the contractor and ourselves and we assume no liability to third parties or to you if for any reason we do not execute said bond or bonds.

Sincerely,

Kevin Vega, Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

} ss.

County of LOS ANGELES }

On July 8th, 2024 before me, Philip Vega, Notary Public

Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PHILIP VEGA
Notary Public - California
Los Angeles County
Commission # 2490569
My Comm. Expires May 31, 2028

Signature:

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

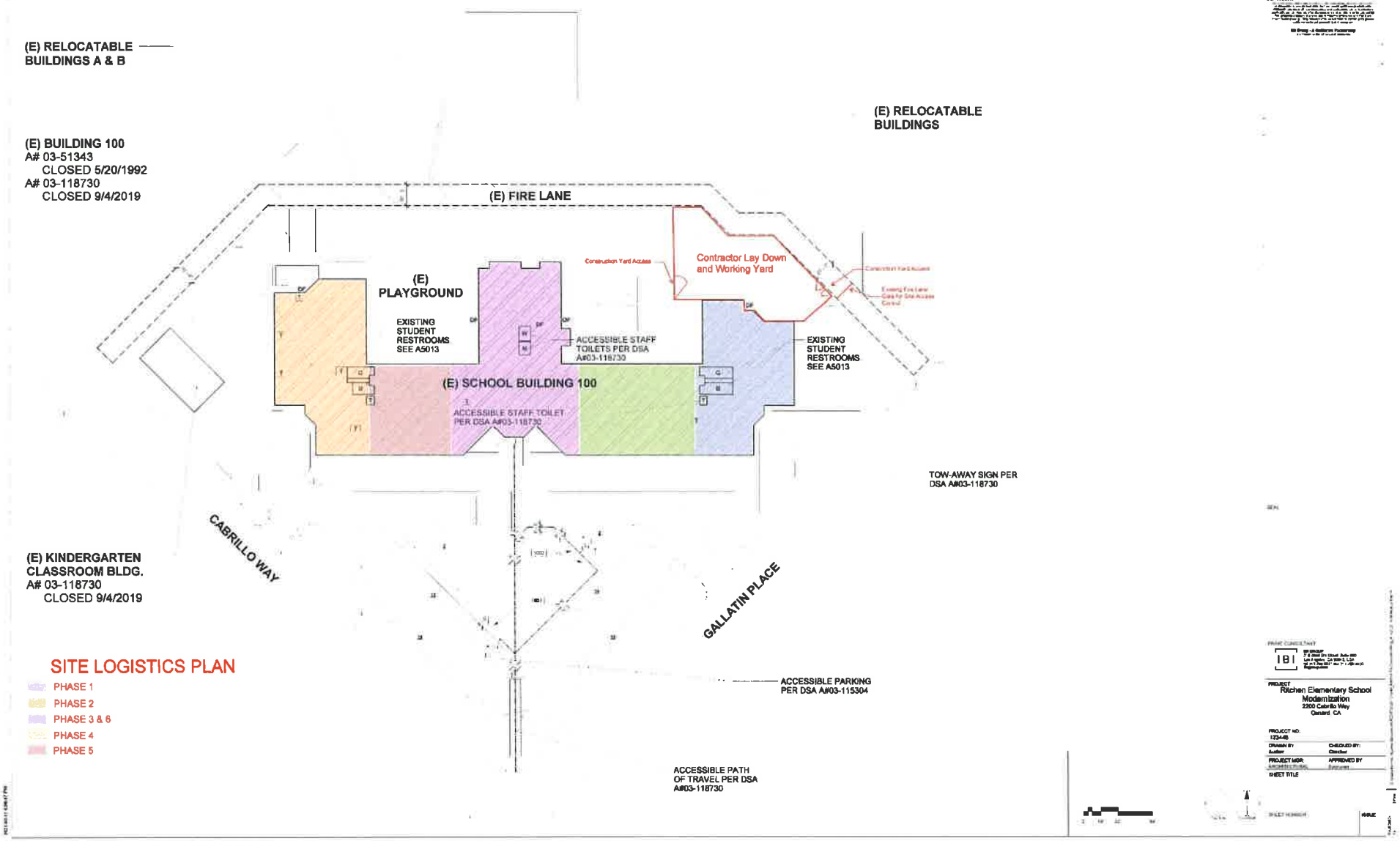
Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Individual	☐ Individual
☐ Corporate Officer Title(s):	☐ Corporate Officer Title(s):
☐ Partner - ☐ Limited ☐ General	☐ Partner - ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:
Right Thumbprint of Signer Top of thumb here	Right Thumbprint of Signer Top of thumb here

EDWARDS

Attachment 6

Technical Site Logistics Plan



Oxnard School District

1051 South A Street
Oxnard, CA 93030

COPYRIGHT

PROJECT
Ritchen Elementary School Modernization
2300 Cabrillo Way
Oxnard CA

PROJECT NO.
1234-56

DRAWN BY: Author
CHECKED BY: Checker
PROJECT MGR: ARCHITECTURAL
APPROVED BY: Approver

SHEET TITLE

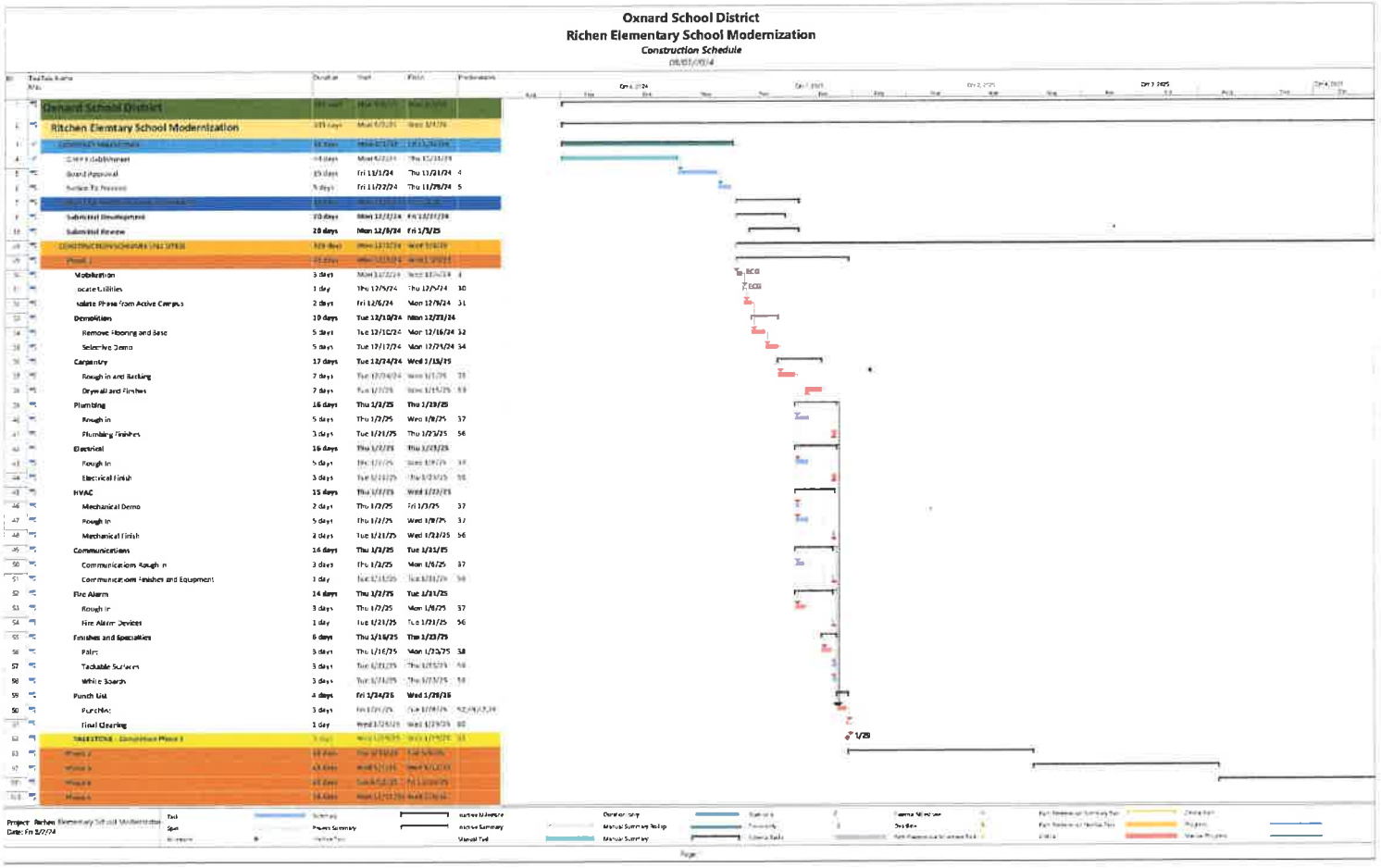
SHEET NUMBER

ISSUE

EDWARDS

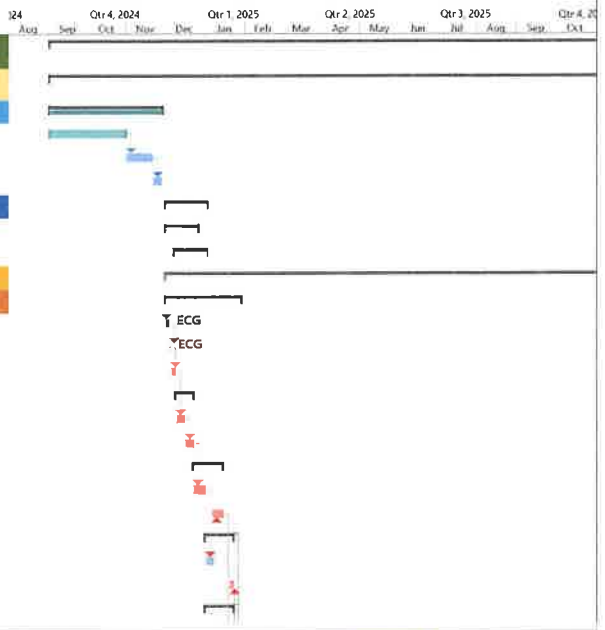
Attachment 7

Conceptual Schedule


Oxnard School District
Richen Elementary School Modernization
Construction Schedule
Oxnard School District
Richen Elementary School Modernization
Mobilization
Locate Utilities
Isolate Phase from Active Campus
Demolition
Remove Flooring and Base
Selective Demo
Carpentry
Rough in and Backing
Drywall and Finishes
Plumbing
Rough In
Plumbing Finishes
Electrical
Rough In
Electrical Finish
HVAC
Mechanical Demo
Rough In
Mechanical Finish
Communications
Communications Rough In
Communications Finishes and Equipment
Fire Alarm
Rough In
Fire Alarm Devices
Finishes and Specialties
Paint
Tackable Surfaces
White Boards
Punch List
Punches
Final Cleaning
1/29

Oxnard School District
Richen Elementary School Modernization
Construction Schedule
08/01/2024

ID	Task Mox	Task Name	Duration	Start	Finish	Predecessors
1		**Oxnard School District**	393 days	Mon 9/2/24	Wed 3/4/26	
2		**Ritchen Elemtary School Modernization**	393 days	Mon 9/2/24	Wed 3/4/26	
3		CONTRACT MILESTONES	65 days	Mon 9/2/24	Fri 11/29/24	
4		GMP Establishment	44 days	Mon 9/2/24	Thu 10/31/24	
5		Board Approval	15 days	Fri 11/1/24	Thu 11/21/24	4
6		Notice To Proceed	5 days	Fri 11/22/24	Thu 11/28/24	5
7		LONG LEAD MATERIALS PROCUREMENT	25 days	Mon 12/2/24	Fri 1/3/25	
8		**Submittal Development**	**20 days**	**Mon 12/2/24**	**Fri 12/27/24**	
18		**Submittal Review**	**20 days**	**Mon 12/9/24**	**Fri 1/3/25**	
28		CONSTRUCTION SCHEDULE (ALL SITES)	328 days	Mon 12/2/24	Wed 3/4/26	
29		Phase 1	43 days	Mon 12/2/24	Wed 1/29/25	
30		Mobilization	3 days	Mon 12/2/24	Wed 12/4/24	3
31		Locate Utilities	1 day	Thu 12/5/24	Thu 12/5/24	30
32		Isolate Phase from Active Campus	2 days	Fri 12/6/24	Mon 12/9/24	31
33		**Demolition**	**10 days**	**Tue 12/10/24**	**Mon 12/23/24**	
34		Remove Flooring and Base	5 days	Tue 12/10/24	Mon 12/16/24	32
35		Selective Demo	5 days	Tue 12/17/24	Mon 12/23/24	34
36		**Carpentry**	**17 days**	**Tue 12/24/24**	**Wed 1/15/25**	
37		Rough in and Backing	7 days	Tue 12/24/24	Wed 1/1/25	35
38		Drywall and Finshes	7 days	Tue 1/7/25	Wed 1/15/25	53
39		**Plumbing**	**16 days**	**Thu 1/2/25**	**Thu 1/23/25**	
40		Rough in	5 days	Thu 1/2/25	Wed 1/8/25	37
41		Plumbing Finishes	3 days	Tue 1/21/25	Thu 1/23/25	56
42		**Electrical**	**16 days**	**Thu 1/2/25**	**Thu 1/23/25**	

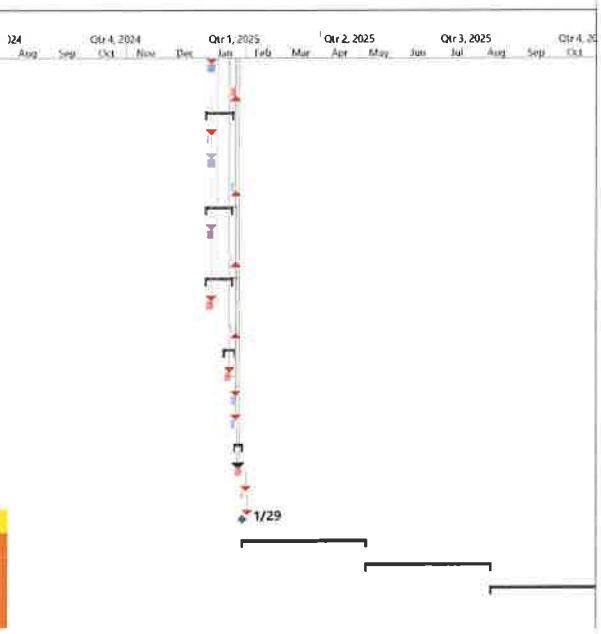


Project: Richen Elementary School Modernizatio
Date: Thu 8/1/24

Task	Inactive Milestone	Start only	Path Predecessor Summary Task
Split	Inactive Summary	Finish only	Path Predecessor Normal Task
Milestone	Manual Task	External Tasks	Critical
Summary	Duration-only	External Milestone	Critical Split
Project Summary	Manual Summary Rollup	Deadline	Progress
Inactive Task	Manual Summary	Path Predecessor Milestone Task	Manual Progress

Oxnard School District
Richen Elementary School Modernization
Construction Schedule
08/01/2024

ID	Task Mod	Task Name	Duration	Start	Finish	Predecessors
43		Rough In	5 days	Thu 1/2/25	Wed 1/8/25	37
44		Electrical Finish	3 days	Tue 1/21/25	Thu 1/23/25	56
45		**HVAC**	**15 days**	**Thu 1/2/25**	**Wed 1/22/25**	
46		Mechanical Demo	2 days	Thu 1/2/25	Fri 1/3/25	37
47		Rough In	5 days	Thu 1/2/25	Wed 1/8/25	37
48		Mechanical Finish	2 days	Tue 1/21/25	Wed 1/22/25	56
49		**Communications**	**14 days**	**Thu 1/2/25**	**Tue 1/21/25**	
50		Communications Rough In	3 days	Thu 1/2/25	Mon 1/6/25	37
51		Communications Finishes and Equipment	1 day	Tue 1/21/25	Tue 1/21/25	56
52		**Fire Alarm**	**14 days**	**Thu 1/2/25**	**Tue 1/21/25**	
53		Rough In	3 days	Thu 1/2/25	Mon 1/6/25	37
54		Fire Alarm Devices	1 day	Tue 1/21/25	Tue 1/21/25	56
55		**Finishes and Specialties**	**6 days**	**Thu 1/16/25**	**Thu 1/23/25**	
56		Paint	3 days	Thu 1/16/25	Mon 1/20/25	38
57		Tackable Surfaces	3 days	Tue 1/21/25	Thu 1/23/25	56
58		White Boards	3 days	Tue 1/21/25	Thu 1/23/25	56
59		**Punch List**	**4 days**	**Fri 1/24/25**	**Wed 1/29/25**	
60		Punchlist	3 days	Fri 1/24/25	Tue 1/28/25	52,49,42,39
61		Final Cleaning	1 day	Wed 1/29/25	Wed 1/29/25	60
62		**MILESTONE - Completion Phase 1**	0 days	Wed 1/29/25	Wed 1/29/25	61
63		**Phase 2**	69 days	Thu 1/30/25	Tue 5/6/25	
97		**Phase 3**	69 days	Wed 5/7/25	Mon 8/11/25	
131		**Phase 4**	69 days	Tue 8/12/25	Fri 11/14/25	
165		**Phase 5**	78 days	Mon 11/17/25	Wed 3/4/26	



Project: Richen Elementary School Modernizatio
Date: Thu 8/1/24

Task	Inactive Milestone	Start only	Path Predecessor Summary Task
Split	Inactive Summary	Finish only	Path Predecessor Normal Task
Milestone	Manual Task	External Tasks	Critical
Summary	Duration-only	External Milestone	Critical Split
Project Summary	Manual Summary Rollup	Deadline	Progress
Inactive Task	Manual Summary	Path Predecessor Milestone Task	Manual Progress

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Consent Agenda

Approval of Change Order No. 003 to Construction Services Agreement #24-143 for Viola, Inc. for the Modernization Project at McAuliffe Elementary School (Pifko/Bennett/CFW)

The Board of Trustees approved the Enhanced Master Construct Program that focuses on increasing the number of K-8 school facilities, modernizing and replacing older schools, portable classrooms, and support facilities with permanent K-5 & K-8 schools; all with the 21st Century Learning Environments that meet adopted Board specifications and program requirements.

On October 16, 2024, the Board entered into Construction Services Agreement #24-143 with Viola, Inc. to serve as the Lease-Leaseback Contractor for the project.

On March 05, 2025, the Board approved Amendment No. 001 to Construction Services Agreement #24-143.

On September 17, 2025, the Board approved Amendment No. 002 to Construction Services Agreement #24-143.

The purpose of Change Order No. 003 is to provide funds for additional costs associated with restroom, casework, markerboard, and AAV design revisions.

FISCAL IMPACT:
$39,332.77 – Measure I Bond Funds 215

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Change Order No. 003 to Agreement #24-143 with Viola, Inc.

ADDITIONAL MATERIALS:

Attached: Change Order #003 (19 Pages)
Amendment #2 (8 Pages)
Amendment #1 (11 Pages)
Agreement #24-143, Viola Contractors, Inc. (62 Pages)

CHANGE ORDER #003

Date: 11/05/2025 **Change Order NO. 003**

PROJECT: **McAuliffe Modernization Project**
O.S.D. BID No. **N/A**
O.S.D. Agreement No. 24-143

OWNER: **Oxnard School District**
1051 South A Street
Oxnard, CA. 93030

ARCHITECT: **Arcadis/IBI**
333 S. Hope St. Ste C-200
Los Angeles, CA 90017

CONTRACTOR: **Viola Constructors**
5811 Olivas Park Dr. #204
Ventura, CA 93003
Attn: Mr. Michael Viola

Architects Proj. No.: 123392
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-121079

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

ORIGINAL CONTRACT SUM	**$ 6,908,240.50**
NET CHANGE - ALL PREVIOUS CHANGE ORDERS	**$ 585,372.64**
ADJUSTED CONTRACT SUM	**$ 7,493,613.14**
NET CHANGE	**$ 39,332.77**
Total Change Orders to Date:	**$ 624,705.41**
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 03	**$ 7,532,945.91**

Anticipated Commencement Date	**March 6, 2025**
Actual Commencement Date:	**March 6, 2025**
Original Completion Date:	**August 30, 2026**
Original Contract Time:	**365 Calendar Days**
Time Extension for all Previous Change Orders:	**0 Calendar Days**
Time Extension for this Change Order:	**0 Calendar Days**
Adjusted Completion Date:	**August 30, 2026**
Percentage	**0%**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO #028R Revised Casework, Markerboards and AAV's per ASI012			**$31,191.90**	
2.	PCO #032: Phase 3 Restroom Partitions				**$8,140.87**
3.					
	Totals	**$ 0.00**	**$ 0.00**	**$31,191.90**	**$8,140.87**

Total Change Order No. 003 ……$ $39,332.77

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR

APPROVAL (REQUIRED):

ARCHITECT: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

RECOMMENDED FOR APPROVAL:

FACILTIES DIRECTOR: _____ DATE: _____

APPROVAL (REQUIRED)

BOARD APPROVAL DATE: _____

ASST.SUPT/PURCHASING DIRECTOR: _____ DATE: _____

PCO #028R

Viola Incorporated
5811 Olivas Park Dr, Suite 204
Ventura, California 93003
Phone: (805) 487-3871
Fax: (805) 487-3870

Project: 2526 - McAuliffe ES Modernization
3300 W. Via Marina Avenue
Oxnard, California 93035

Prime Contract Potential Change Order #028R: Revised Casework,Markerboards and AAV's per ASI012

TO:	Oxnard School District 1051 South A Street Oxnard, California 93030	**FROM:**	Viola Inc. 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
PCO NUMBER/REVISION:	028R / 0	**CONTRACT:**	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		**CREATED BY:**	Nick Shipp **(Viola Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	9/8/2025
REFERENCE:	ASI012	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No	**CHANGE ORDER REQUEST:**	None
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$31,191.90

POTENTIAL CHANGE ORDER TITLE: Revised Casework,Markerboards and AAV's per ASI012

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
Revised Casework, Markerboards and AAV's per ASI012
The following PCO reflects the following additional costs:

- Extension of T-Bar Ceilings to infill deleted soffits
- Addition of sloped top casework as indicated, and addition of expansion detail and modification of closet at RM 122
- Credit for the removal of casework in room 112
- Addition of Markerwalls in Room 127 and 128
- Rework of existing sink vents with the addition of Air Admittance Valves at locations indicated in attached RFI.

The following credits will be submitted in supplemental PCO:

- Painting of deleted Soffits
- Drywall at deleted Soffits

ATTACHMENTS:

Change Oreder - Break Down.pdf , _McAuliffe_COR_09.16.25.pdf , _COR 06B CR Sink Vent Ph 3.pdf , _CO 7.pdf , _ASI012 - Phase 3 Casework Revisions.pdf

#	Budget Code	Description	Amount
1	900-951.000.Subcontract Acoustical Ceilings.Subcontract	Prime Acoustics	$1,055.88
2	600-641.000.Subcontract Architectural Wood Casework.Subcontract	Brothers of Industry COR	$10,845.00
3	2200-2200.000.Subcontract Plumbing.Subcontract	Precision Plumbing CO#06R	$9,941.78

VIOLA inc
CONSTRUCTORS
CSL 193390
75 Years of Success

PCO #028R

#	Budget Code	Description	Amount
4	1000-1011.000.Subcontract Visual Display Units.Subcontract	Nelson Adams CO	$6,200.25
		Subtotal:	**$28,042.91**
		LLB Fee (8.00%):	$2,243.43
		Bond & Insurance (2.99%):	$905.56
		Grand Total:	**$31,191.90**

Maurice Macare (Arcadis)
4119 Broad Street Suite 210
San Luis Obispo, California 93401

09/19/25
SIGNATURE **DATE**

Oxnard School District
1051 South A Street
Oxnard, California 93030

SIGNATURE **DATE**

Viola Inc.
5811 Olivas Park Dr. Ste 204
Ventura, California 93003

9/16/2025
SIGNATURE **DATE**

31129 Via Colinas #702 Westlake Village, CA 91362
Tel (818) 707-3508 Fax (818) 707-3509
DZEST@MSN.COM License No 739826
Raymond.PrimeAcoustics@gmail.com

September 5, 2025

To: **Viola Constructoras Inc.**
5811 Olivas Park Drive
Suite 204
Ventura, CA 93003

Re: **McAuliffe Elementary School Modernization**
3300 Via Marina Ave.
Oxnard, CA 93035

Request for Change Order # 7

We are providing you with the extra costs in materials and labor to repair the existing grid in Room #127 per changes made per ASI-012.

Material:	$659.05
Labor:	$300.84
~~O & P 15%~~	$95.99
Total:	$1,056.00

If you have any questions, please call me at (818) 707-3508

Raymond Buensuceso
Project Manger

BROTHERS OF INDUSTRY
3891 North Ventura Avenue, Ste B1, Ventura CA 93001
Phone: 1 (805) 628-3545 | Email: info@brothersofindustry.com
CA License #1006806 (C-6)

CHANGE ORDER FORM

CHANGE ORDER #: 04
ISSUE DATE: 9/12/25

CONTRACTOR		PROJECT	
Business:	**Viola Constructors**	Title:	**McAuliffe Elementary**
Address:	5811 Olivas Park Drive	Address:	
	Ventura, CA 93003		
Contact:	Nick Shipp	Contact:	

Original Contract Signature Date:

In conformance with and as a part of the existing contract, Brothers of Industry, Inc. is hereby authorized by the General Contractor herinafter referred to as G.C. or G.C.'s AUTHORIZED AGENT, to make adjustments(s) to the above project and/or request any additional labor and materials, services, supplies and other items listed below and/or otherwise needed to complete the requirements of the scope of work of this Change Order.

SCOPE OF THE EXTRA WORK OR CHANGES

Item #	Description	Pricing
1	Removal of Cabinets in room 112 Piano Keyboard Lab. 10% retained for drawings and admin.	$ (6,480.00)
2	Phase 3 Cabinet Sloped Soffits previosly not required.	$ 6,930.00
	Classrooms: 113, 123, 124, 122, 127, 128	
	44 LF.	
	Item 2 mark up. 10%	$ 770.00
3	Classroom 122 Expansion Seam. Tall Casework Expansion detail per ASI 012	$ 2,790.00
	Item 3 mark up. 10%	$ 310.00
4	Phase 3 Tall Casework lid and sloped soffit. Classrooms 127, 122, 124. 29 LF.	$ 5,873.00
	Item 4 mark up. 10% □	$ 652.00
	Total including tax:	**$ 10,845.00**

Payments for this order to be made as follows and will effect the schedule of progress installments as noted:

***Date of completion will be extended from approval of Change Order due to lead time on materials/fabricaiton by:**

GENERAL CONTRACTOR ACCEPTANCE

This Change Order shall be performed under the same conditions as specified in the existing contract.

Your signature below signifies your agreement and approval of this change order. (Signature by G.C. or G.C.'s AUTHORIZED AGENT)

Signature: Printed: Date:

BROTHERS OF INDUSTRY ACCEPTANCE

Brothers of Industry, Inc. agrees to perform this Change Order in accordance with the above conditions, specifications and stated price.

Signature: Printed: Date:

License # 533836

#15551B

PRECISION Plumbing - Mechanical

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

Proposal

Page No. of Pages

PROPOSAL SUBMITTED TO		PHONE	DATE
Viola Constructors		**(805) 487-3871**	**9/8/2025**
STREET		JOB NAME	
1144 Commercial Ave.		**McAuliffe ES Modernization COR #06**	
CITY, STATE AND ZIP CODE		JOB LOCATION	
Oxnard, CA 93030		**Oxnard, CA**	
ARCHITECT	DATE OF PLANS		JOB PHONE
IBI Group	**3/4/2021**		

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

We propose to provide the labor and material needed to install air admittance valves at 4 classroom sink locations for phase 3 as per RFI #027. We will demo the plumbing and install a floor cleanout at 1 classroom sink location as per RFI #110. We will also rerough the existing plumbing a 2 classroom sink locations that do not require air admittance valves but the waste and water location needs to be adjusted.

License #: 533836
DIR #: 1000004502
Tax I.D. #: 77-0132977

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Nine Thousand Nine Hundred Forty Two NO/100 dollars ($ **9,942.00**)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Ryan Ramirez

Note: This proposal may be withdrawn by us if not accepted within **15** days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature _____

Date of Acceptance: _____

Signature _____

PRECISION PLUMBING-MECHANICAL

COST BREAKDOWN

JOB: McAuliffe COR #06 **DATE:** 9/8/2025

MATERIALS

QTY.	ITEM DESCRIPTION	COST EACH	TOTAL
4	Air admittance valve	$24.99	$99.96
1	2" Jay R Smith floor cleanout	$273.75	$273.75
1	Cast iron pipe	$135.00	$135.00
1	Cast iron fitting	$660.21	$660.21
1	Copper pipe	$134.63	$134.63
1	Copper fitting	$56.62	$56.62
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
		Tax	$125.82

SUBCONTRACTOR MATERIAL TOTAL: $1,485.99

SUBCONTRACTOR NAME	SERVICE	TOTAL

OH/PROFIT 10%

EQUIPMENT SUBCOTRACTOR TOTAL: $0.00

HOURS	DESCRIPTION	RATE	TOTAL
			$0.00
			$0.00
			$0.00
			$0.00
		EQUIPMENT TOTAL:	$0.00

LABOR

HOURS	CLASSIFICATION	RATE	TOTAL
32	Foreman	$139.00	$4,448.00
	Journeyman	$127.00	$0.00
32	Apprentice	$97.00	$3,104.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
		LABOR TOTAL	$7,552.00
		TOTAL	$9,037.99
		MU 10%	$903.80
		Job Total	**$9,941.78**

NELSON ADAMS NACO
160 N. Cactus Ave.
Rialto, CA 92376
Lic: 971118
PW:1000009263
P: 877-810-4080

Requested Change Order

Order#: 1

Order Date: 09/16/2025

Record#: 1268

To: VIOLA INCORPORATED
5811 OLIVAS PARK DR.
STE 204
VENTURA CA 93003

Project: 9869
MCAULIFFE ELEMENTARY SCHOOL MODERNIZ
1051 SOUTH A STREET
OXNARD CA 93030

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By: **Customer Order:**

Specifications Attached ☐

Description of Work	**Amount**
ADDITIONAL MARKERWALL	$6,200.25

MARKERWALLS
14 - 5' H x 4'
e3 PORCELAIN / 1/2" MDF / .015 BACKER
J-TRIM / CLEAR SATIN ANODIZED ALUMINUM

ROOM 127 & 128 NEED 7 PANELS EACH CLASSROOM

MATERIAL $3,750.00
TAX $281.25
MARKUP $375
LABOR $1,794

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change **6,200.25**

The original Contract Sum was	315,812.00
Net change by previous Change Orders	0
The Contract Sum prior to this Change Order	315,812.00
The Contract Sum will be changed by this Change Order	6,200.25
The new Contract Sum including this Change Order will be	322,012.25
The Contract Time will be changed by	0 Days

Auth. Contractor: _____ Nelson Adams: _____

Contractor Signature: _____ Nelson Adams Signature: _____

ARCADIS IBI GROUP
333 S. Hope St, Suite C-200
Los Angeles, CA 90071

www.arcadis.com

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS (ASI)

PROJECT:	McAuliffe E.S. Modernization 3300 Via Marina Ave Oxnard, CA 93035	**ASI NO.:**	012
OWNER:	Oxnard School District 1051 S. 'A' Street Oxnard, CA 91006	**DATE:**	08/29/2025
CONTRACTOR:	Viola Inc. 5811 Olivas Park Drive Ventura, CA 93003	**ARCHITECT:**	Arcadis / IBI Group 333 S. Hope St, Suite C-200 Los Angeles, CA 90013
CONSTRUCTION MANAGEMENT:	Caldwell Flores Winters, Inc 521 N. 1st Avenue Arcadia, CA 91006		
PTN:	72538-110	**PROJECT NO.:**	123392
OPSC / HCAI NO.:	N/A	**DSA FILE NO.:**	56-22
		APPLICATION NO.:	03-121079

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents, not involving an adjustment to the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor changes to the Work, as consistent with the Contract Documents, by signing below and returning an executed original to the Architect within ten (10) days of receiving these instructions.

Description:

Reference Floor Plan A2301

- Revise casework and visual display board layouts per attached **ASI012 – A1.**

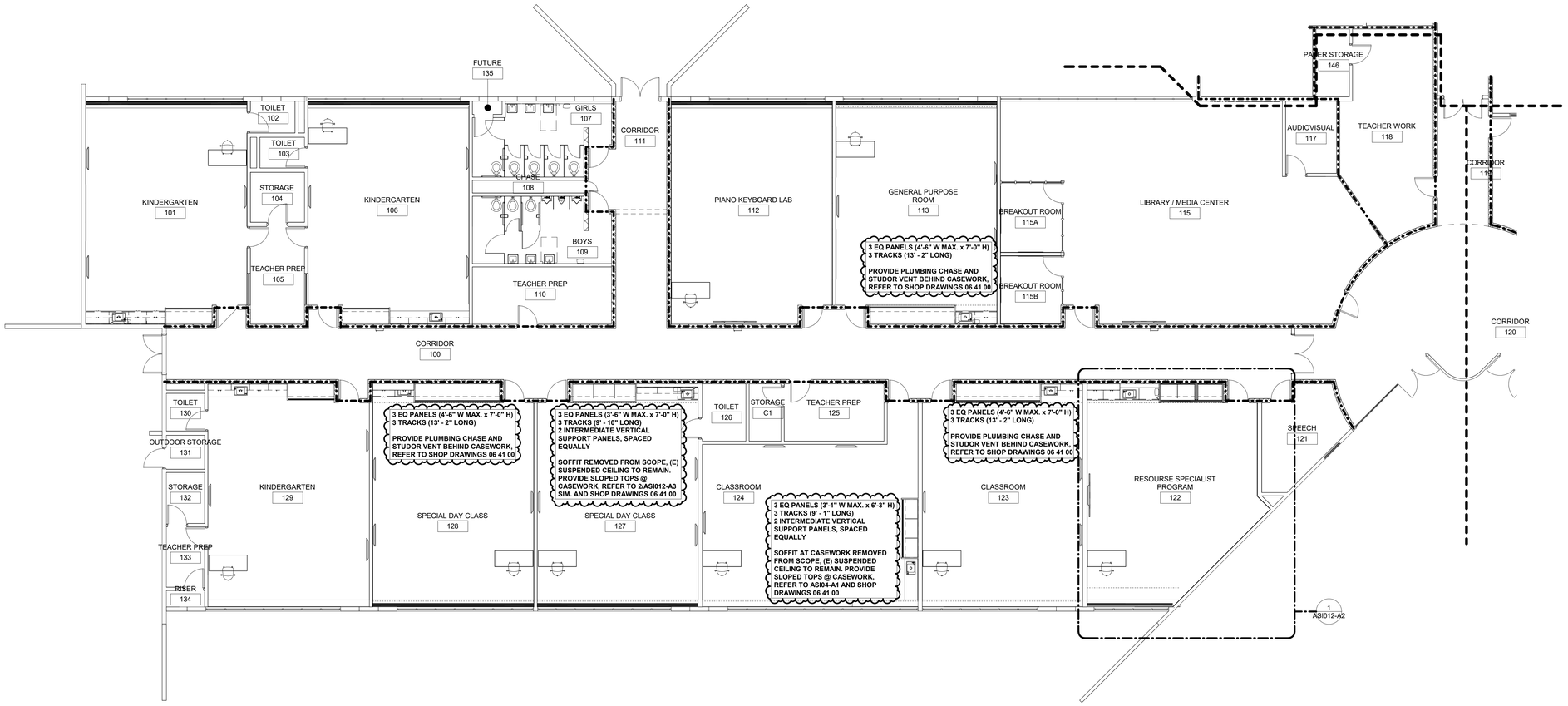
Reference Floor Plan A5007

- Revise casework and visual display board layouts per attached **ASI012 – A2** and **ASI012 – A3.**

As A Point of Clarification, all tall cabinets / closets shall have two shelves installed similar to attached **2/ASI012 – A3.**

Attachments: ASI012-A1, ASI012-A2, ASI012-A3

ISSUED: Arcadis - IBI Group	ACCEPTED:
By: Ruben Ruiz Date: 08/29/2025	By: _____ Date: _____



1 LEFT WING FLOOR PLAN - PHASE III CASEWORK REVISION

1/8" = 1'-0"

DSA STAMP

CLIENT

Oxnard School District

1051 South A Street
Oxnard, CA 93030

COPYRIGHT

This drawing has been prepared solely for the intended use, thus any reproduction or distribution for any purpose other than authorized by IBI Group is forbidden. Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job, and IBI Group shall be informed of any variations from the dimensions and conditions shown on the drawing. Shop drawings shall be submitted to IBI Group for general conformance before proceeding with fabrication.

IBI Group - A California Partnership
is a member of the IBI Group of companies

ISSUES

No.	DESCRIPTION	DATE

CONSULTANTS

SEAL

PRIME CONSULTANT

IBI
ARCADIS / IBI
333 S. Hope St.; Suite C-200
Los Angeles, CA 90017, USA
tel 213 769 0011 fax 213 769 0016
arcadis.com

PROJECT

McAuliffe Elementary School Modernization
3300 Via Marina Ave
Oxnard, CA 93035

PROJECT NO: 123392

DRAWN BY:	CHECKED BY:
HTM	**Checker**
PROJECT MGR:	APPROVED BY:
RRR	**Approver**

SHEET TITLE

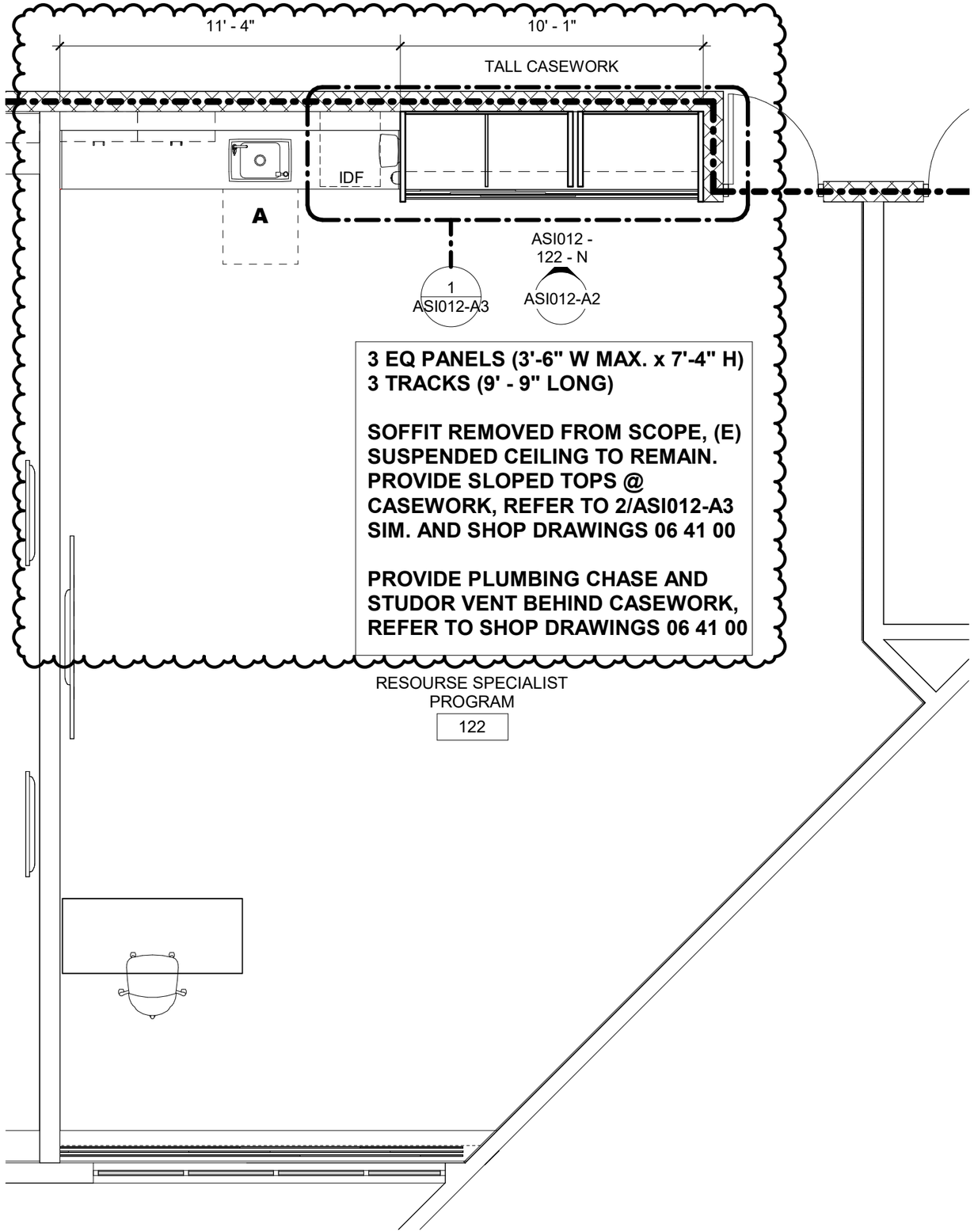
FLOOR PLAN - LEFT WING CASEWORK REVISIONS

SHEET NUMBER: ASI012-A1

ISSUE: 1

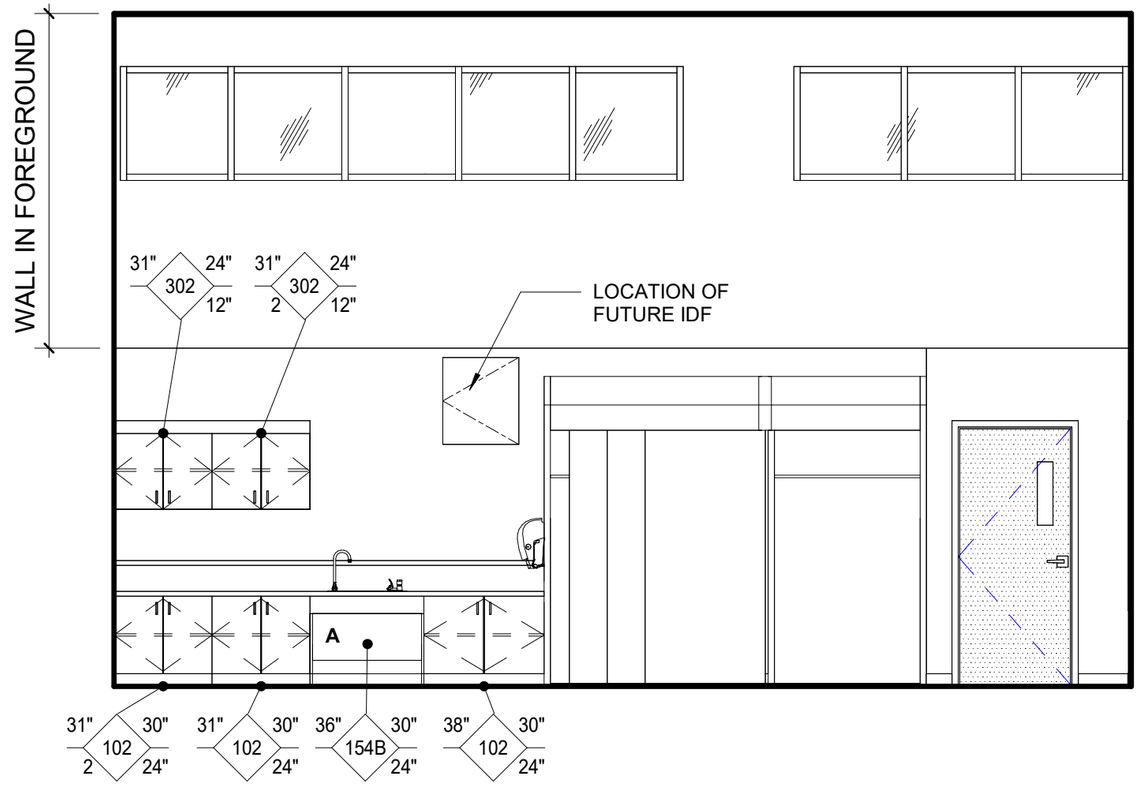
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1 ASI012 - 122 - RESOURCE SPECIALIST PROGRAM

1/4" = 1'-0"



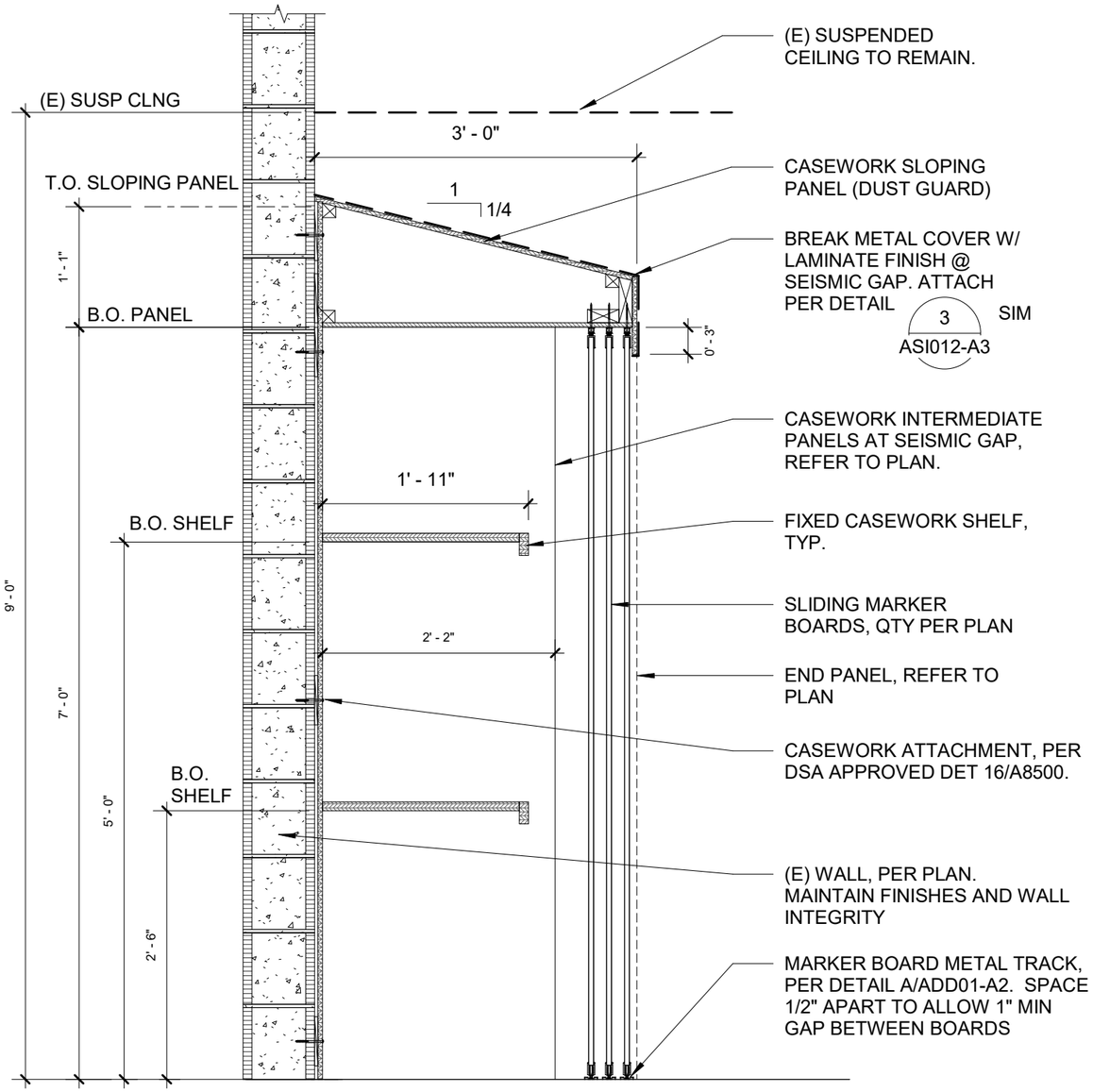
2 ASI012 - 122 - N

1/4" = 1'-0"

NOTE: REMOVE PROPOSED SOFFIT FROM SCOPE.
EXISTING T-BAR CEILING GRID TO REMAIN.

IBI

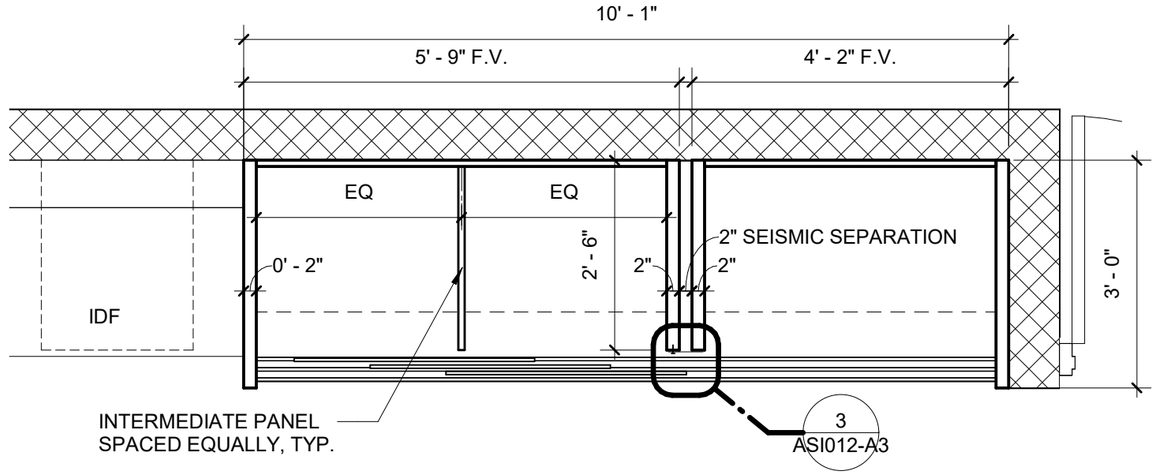
PART OF SHEET(S)	ISSUED WITH: ASI012	
PROJECT TITLE **McAuliffe Elementary School Modernization**	SCALE: 1/4" = 1'-0"	DATE: 08/25/25
	DRAWN: HTM	PROJECT NO: 123392
SKETCH TITLE **ROOM 122 - CASEWORK REVISIONS**	SKETCH NO. ASI012-A2	



2 ASI012 - TALL CASEWORK - SECTION

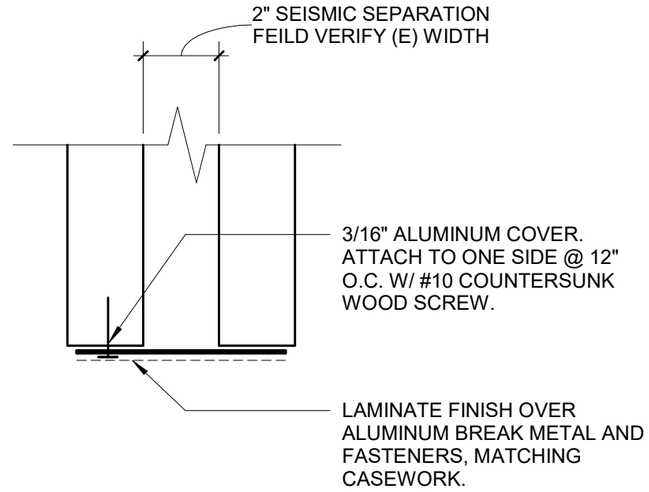
3/4" = 1'-0"

NOTE: TERMINATE TRACK SYSTEM AT INSIDE OF END PANELS



1 ASI012 - 122 - TALL CASEWORK - PLAN

1/2" = 1'-0"



3 ASI012 - SEISMIC GAP COVER

3" = 1'-0"

IBI

PART OF SHEET(S)

ISSUED WITH: ASI012

PROJECT TITLE
McAuliffe Elementary School Modernization

SCALE: As indicated

DATE: 08/25/25

DRAWN: HTM

PROJECT NO: 123392

SKETCH TITLE
ROOM 122 - CASEWORK REVISIONS

SKETCH NO. ASI012-A3

PCO #032

Viola Incorporated
5811 Olivas Park Dr, Suite 204
Ventura, California 93003
Phone: (805) 487-3871
Fax: (805) 487-3870

Project: 2526 - McAuliffe ES Modernization
3300 W. Via Marina Avenue
Oxnard, California 93035

Prime Contract Potential Change Order #032: Phase 3 Restroom Partitions

TO:	Oxnard School District 1051 South A Street Oxnard, California 93030	**FROM:**	Viola Inc. 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
PCO NUMBER/REVISION:	032 / 0	**CONTRACT:**	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		**CREATED BY:**	Nick Shipp **(Viola Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	10/7/2025
REFERENCE:	RFI#112	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No	**CHANGE ORDER REQUEST:**	None
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$8,140.87

POTENTIAL CHANGE ORDER TITLE: Phase 3 Restroom Partitions

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #057 - Phase 3 Restroom Partitions.
The following PCO reflects the additional cost to replace 3 existing toilet partitions in Restroom 109 (Phase 3), and reinstall 2 wall screens to accommodate ADA compliance. Cost includes grab bars and tissue dispensers. This PCO does not include additional patching/painting of existing finish surfaces.

ATTACHMENTS:
McAuliffe ES Modernization - CO - Add B-109 (003).pdf

#	Budget Code	Description	Amount
1	1000-1021.130.Subcontract Toilet Compartments.Subcontract	Stumbaugh CO	$7,319.00
		Subtotal:	**$7,319.00**
		LLB Fee (8.00%):	$585.52
		Bond & Insurance (2.99%):	$236.35
		Grand Total:	**$8,140.87**

Ruben Ruiz (Arcadis)
4119 Broad Street Suite 210
San Luis Obispo, California 93401

SIGNATURE **DATE**

Oxnard School District
1051 South A Street
Oxnard, California 93030

SIGNATURE **DATE**

Viola Inc.
5811 Olivas Park Dr. Ste 204
Ventura, California 93003

SIGNATURE 10/7/25 **DATE**

STUMBAUGH AND ASSOCIATES, INC.

Contractors License (CA) 288724 | www.stumbaugh.com

Corporate: 3303 N. San Fernando Boulevard
Burbank, California 91504 | 818-240-1627

San Diego: 8920 N. Kenamar Drive, Suite 212
San Diego, CA 92121 | 858-444-1683

Fremont: 47602 Kato Road
Fremont, CA 94538 | 650-999-0700

To: Viola Inc.
5811 Olivas Park Drive Ventura, CA 93003

Site: 3300 Via Marina Ave, Oxnard, CA 93035

Date: 09/30/2025
Project #: 642761
Project: McAuliffe ES Modernization
CO - Add B-109

We propose the following for the sum of: $7,319.00

***NOTE:* A deposit of $3,660.00 is required prior to ordering material.**

Toilet Partitions

ADD - 3 Toilet Partitions - Solid Plastic, Headrail Braced, Stirrup Aluminum Brackets, Wrap Hinges, SS Shoes, Color: Paisley

1 ADD - REINSTALL EXISTING - (2) 24" Wall Hung Screens

Toilet Accessories

3 ADD - Toilet Tissue Dispenser B-2888

1 ADD - Straight Grab Bar B-6806 x36

2 ADD - Straight Grab Bar B-6806 x48

Inclusions

Standard insurance includes PNC-CGD246 – 04/19 Additional Insured Including Products-Completed Operations, A project specific CG2010 10/01 Additional Insured and CGD 373 11/05 project specific Additional Insured Including Products-Completed Operations can be issued upon request. Pollution & Professional Liability Insurance is excluded.

Note: Price includes delivery, installation & tax. (See Important Note Below)

Note: Bidding Standard Toilet Partition colors (unless otherwise indicated)

Extreme volatility and supply shortages throughout the global market have spurred sudden price escalations for commodities. As such this proposal is only valid for 30 days from the date of issuance.

Pollution & Professional Liability Insurance is excluded.

Exclusions

Exclude: All Mirrors

Exclude: All Backing, Furring & all wall recessed openings

Note: Bid based on work performed during normal business hours. Overtime is not included unless stated.

Note: CO per GC request

All in accordance with plans and specifications except as noted above, and all subject to terms and provisions listed below.

Stumbaugh & Associates, Inc.

By: Felipe Perez

ACCEPTANCE OF PROPOSAL

The above price(s), specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined below or as contractually agreed upon.

Date: _____

By: _____

If a contract is the result of this proposal this proposal becomes the basis for and a part of the formal contract.
All proposals are made for prompt acceptance and may be withdrawn or changed without notice after thirty (30) days.
Upon acceptance of this proposal it is agreed that in case suit is instituted to collect any sum due under this contract or any portion thereof, you will pay additional sums as the court may adjudge reasonable Attorney's Fees in said suit.

STUMBAUGH AND ASSOCIATES, INC.
Contractors License (CA) 288724 | (NV) 34772 | www.stumbaugh.net

Corporate: 3303 N. San Fernando Boulevard
Burbank, California 91504 | 818-240-1627

San Diego: 8920 Kenamar Drive, Suite 212
San Diego, CA 92121 | 858-444-1683

Fremont: 47602 Kato Road
Fremont, CA 94538 | 650-999-0700

SUBCONTRACTOR REQUEST

REQUESTED BY: Viola Inc **DATE:** 10/7/2025

PROJECT NAME: McAuliffe ES Modernization
CO - Add B-109 **Project No:** 642761

MATERIALS:

REF NO	MATERIAL DESCRIPTION	QTY	UNIT COST	MATERIAL COST
1	Toilet Tissue Dispenser B-2888	3	$ 91.10	$ 273.30
2	Straight Grab Bar B-6806 x36	1	$ 51.96	$ 51.96
3	Straight Grab Bar B-6806 x48	3	$ 62.40	$ 187.20
4	3 Toilet Partitions - Solid Plastic, Headrail Braced, Stirrup Aluminum Brackets, Wrap Hinges, SS Shoes, Color: Paisley	1	$ 3,886.00	$ 3,886.00
5	REINSTALL EXISTING - (2) 24" Wall Hung Screens	1	$ -	$ -
6				$ -
7				$ -
8				$ -
9				$ -
10				$ -
11				$ -
12				$ -
13				$ -
14				$ -
15				
	Line 1	**TOTAL MATERIAL:**		$ 4,398.46
	Line 2	**TAX (9.25%):**		$ 406.86
	Line 3	**MATERIAL MARK-UP (10%):**		$ 439.85

LABOR:

REF NO	LABOR CLASSIFICATION	HOURS	HOURLY RATE	LABOR COST
1	Journeyman	10	96.4	$ 964.00
2	Admin - CPR	1	300	$ 300.00
	Line 4	**TOTAL LABOR:**		$ 1,264.00

OTHER COST

REF NO	DESCRIPTION	QTY	UNIT COST	OTHER COST
1	Freight & Delivery	1	810.00	$ 810.00
2				$ -
	Line 5	**TOTAL OTHER COST**		$ 810

Sum of Lines 1, 2, 3, 4, and 5	**GRAND TOTAL**	**$ 7,319**

Viola Incorporated
5811 Olivas Park Dr, Suite 204
Ventura, California 93003
P: (805) 487-3871
F: (805) 487-3870

Project: 2526 McAuliffe ES Modernization
3300 W. Via Marina Avenue
Oxnard, California 93035

RFI #112: Phase 3 Restroom Partition Change

Revision	0	**Status**	Open
To	Hunter Mosier (Arcadis) Ruben Ruiz (Arcadis)	**From**	Luis Aguilar (Viola Inc.) 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
Date Initiated	Oct 1, 2025	**Due Date**	Oct 15, 2025
Location		**Project Stage**	
Cost Impact	TBD	**Schedule Impact**	TBD
Spec Section		**Cost Code**	
Drawing Number		**Reference**	RFI #104
Linked Drawings			
Received From	Felipe Perez (Stumbaugh & Associates, Inc.)		
Copies To	Luis Aguilar (Viola Inc.), Danyah Bray (Caldwell Flores Winters, Inc), Jentsen Cadacio (Viola Inc.), Tim Hoyt , Vin Jyothi (Caldwell Flores Winters, Inc), Gerald Schober (Caldwell Flores Winters, Inc), Nick Shipp (Viola Inc.), Mercy Urrea (Viola Inc.)		

Activity

Question

Question from Luis Aguilar Viola Inc. *on Monday, Sep 29, 2025 at 12:47 PM PDT*

During investigative walk with IoR & Viola Team, several issues were identified with the layout of the restroom partitions. All existing restroom partitions are ceiling hung rather than floor mounted and do not meet ADA compliance. In order to achieve the required ADA clearances, demolition of drywall ceiling, patching and blocking would all become necessary. In order to effectively achieve the layout *see attached* we propose floor mounting the partitions with overhead bracing. Please note the following alterations would be needed to achieve ADA:

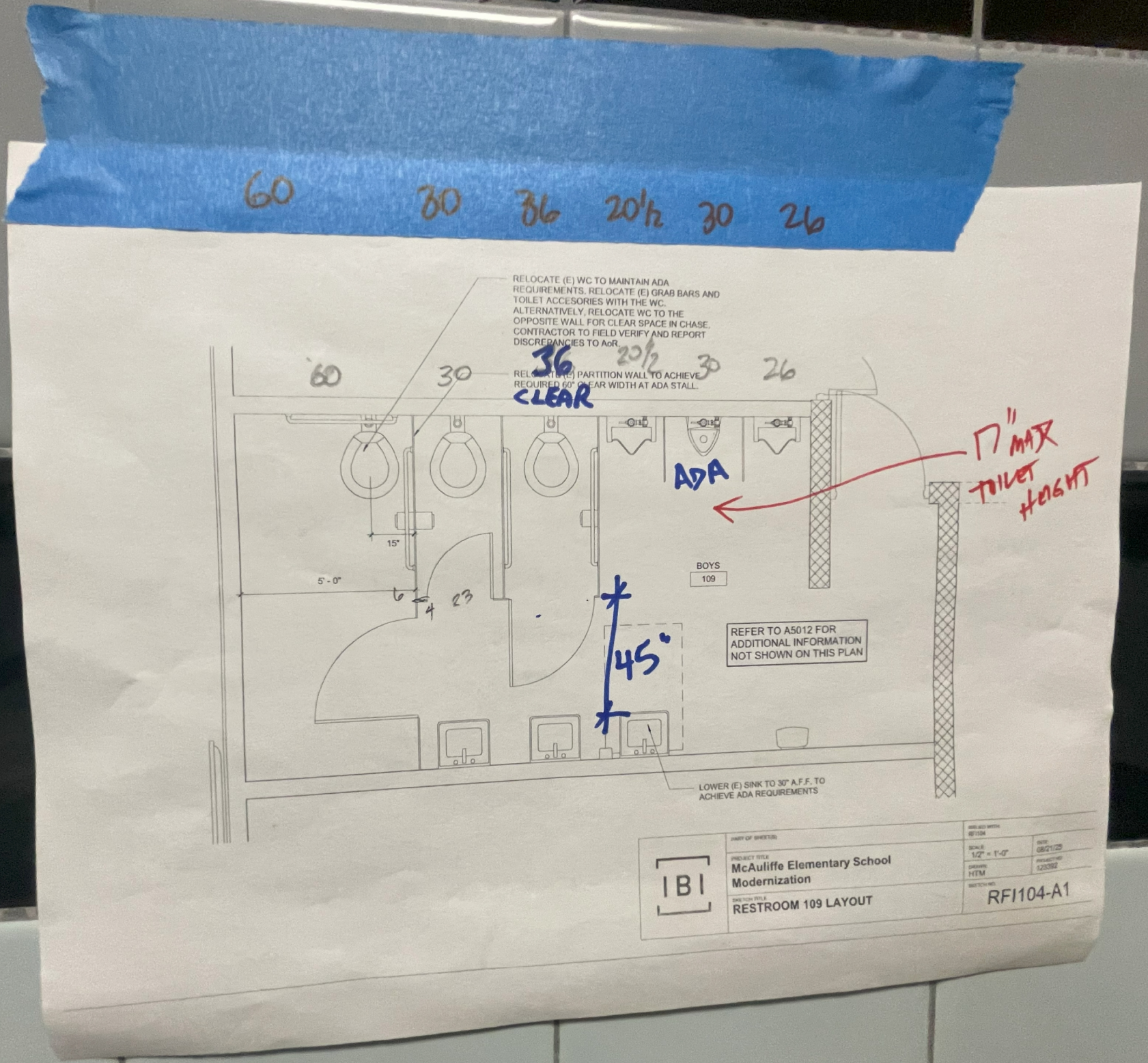
- Shortening stall lengths in order to achieve 45" clearance Path of Travel (44" Min.)
- Lowering one urinal fixture to 30"

Attachments
RFI_Phase#3RRPartitionIssues(TimAltered).pdf

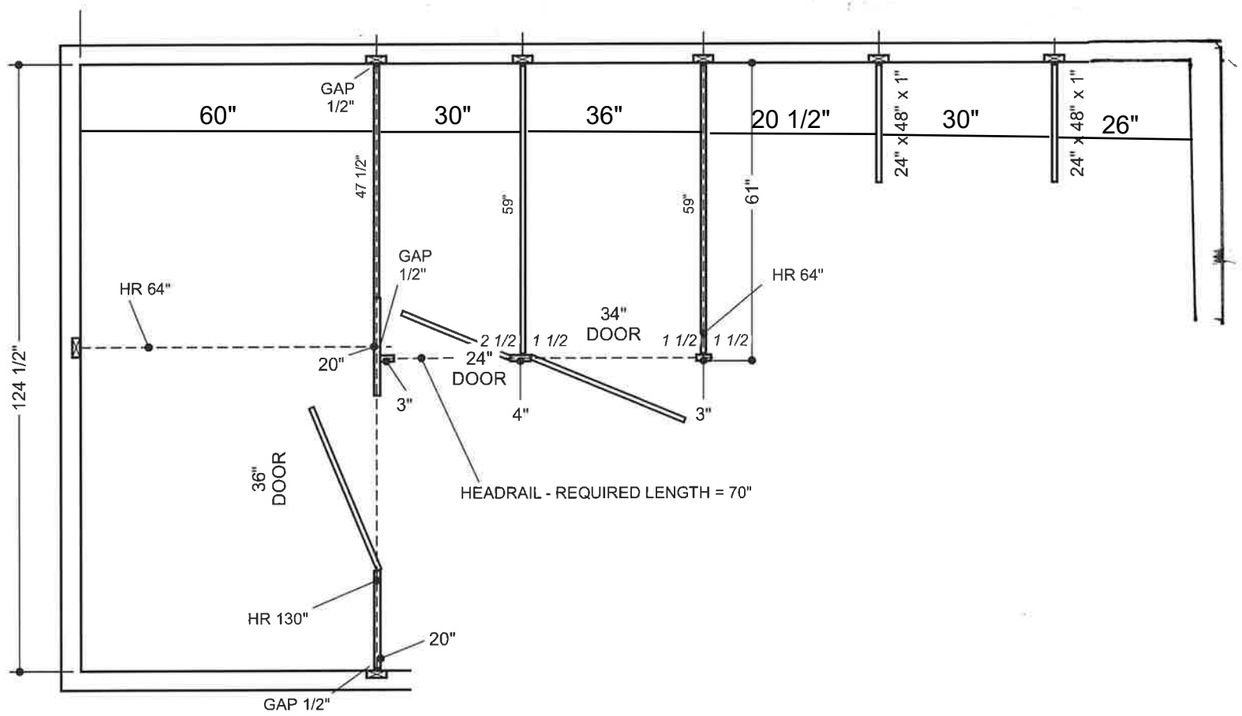
Awaiting an Official Response

No exceptions taken to proposed layout for Phase 3 restroom. Restroom shop drawing review to verify final dimensions and layout.

Hunter Mosier
Arcadis
10-06-25


60
30
36
20½
30
26
RELOCATE (E) WC TO MAINTAIN ADA REQUIREMENTS. RELOCATE (E) GRAB BARS AND TOILET ACCESORIES WITH THE WC. ALTERNATIVELY, RELOCATE WC TO THE OPPOSITE WALL FOR CLEAR SPACE IN CHASE. CONTRACTOR TO FIELD VERIFY AND REPORT DISCREPANCIES TO AoR.
RELOCATE (E) PARTITION WALL TO ACHIEVE REQUIRED 60" CLEAR WIDTH AT ADA STALL.
36 CLEAR
ADA
17" MAX TOILET HEIGHT
15"
5' - 0"
4
23
45°
BOYS
109
REFER TO A5012 FOR ADDITIONAL INFORMATION NOT SHOWN ON THIS PLAN
LOWER (E) SINK TO 30" A.F.F. TO ACHIEVE ADA REQUIREMENTS
IBI
McAuliffe Elementary School Modernization
RESTROOM 109 LAYOUT
1/2" = 1'-0"
HTM
08/21/25
123392
RFI104-A1

1004



Boys 193 - 1 THUS

ACCU TEC	PROJECT NAME: MCAULIFFE ES MODERNIZATION-B109	BRACKETS: STIRRUP ALUMINUM	STYLE: OVERHEAD BRACED
	CUSTOMER: STUMBAUGH	HINGES.: 8" WRAP AROUND	MAT'L: SOLID PLASTIC
	DRAWN BY: SEBASTIAN	SHOES.: STAINLESS STEEL	HDWR: STIRRUP ALUMINUM
	DATE: 9/30/2025	DOOR & PANEL HEIGHT: 55"	COLOR: PAISLEY
		ROOM HEIGHT:	

Amendment No. 002 to Construction Services Agreement No. 24-143

The Construction Services Agreement No. 24-143 ("Agreement") entered into on October 16, 2024, by and between the Oxnard School District ("District") and Viola Constructors ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 002 to the Construction Services Agreement No. 24-143 ("Amendment") that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the McAuliffe Elementary School Modernization Project for the District's Master Construct and Implementation Program;

WHEREAS, the District operates McAuliffe Elementary School located at 3300 Via Marina Way, Oxnard, CA 93035 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to modernize the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Viola Constructors to construct thru the completion and occupancy of the McAuliffe Elementary School Modernization project;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

AMENDMENT

The Parties agree to amend the following language to Section 5 of the Agreement:

Additional funds in the amount of $239,140.33 will be allocated for additional demolition and replacement of flooring for Phase 3 and 4 of the Modernization project pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in Exhibit A attached herewith.

The Parties agree that all other provisions of the Construction Services Agreement No. 24-143 entered into and executed by the Parties on October 16, 2024, remain in full force and effect. Provider agrees that any provisions, limitations and exclusions in its proposal are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

IN WITNESS THEREOF, the Parties hereto execute 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:

VIOLA CONSTRUCTORS:

By: _____ _____
Michael Viola, President Date:

EXHIBIT A

Scope of Work (Plans & Specifications)

McAuliffe Elementary School – 3300 Via Marina Ave, Oxnard, CA 93035

Plans and Specifications as prepared by IBI Group, now Arcadis. DSA Application Number 03-121079. DSA file number 56-22

PCO #001

Viola Incorporated
5811 Olivas Park Dr, Suite 204
Ventura, California 93003
Phone: (805) 487-3871
Fax: (805) 487-3870

Project: 2526 - McAuliffe ES Modernization
3300 W. Via Marina Avenue
Oxnard, California 93035

Prime Contract Potential Change Order #001: Demo and Install New Flooring in Classrooms

TO:	Oxnard School District 1051 South A Street Oxnard, California 93030	**FROM:**	Viola Inc. 5811 Olivas Park Dr. Ste 204 Ventura, California 93003
PCO NUMBER/REVISION:	001 / 0	**CONTRACT:**	1 - Amendment 1 to Construction Services Agreement
REQUEST RECEIVED FROM:		**CREATED BY:**	Nick Shipp **(Viola Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	4/29/2025
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No	**CHANGE ORDER REQUEST:**	None
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$239,140.33

POTENTIAL CHANGE ORDER TITLE: Demo and Install New Flooring in Classrooms

CHANGE REASON: Allowance

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #002 - Demo and Install New Flooring at Classrooms
The following PCO reflects the final quantified cost to remove existing flooring and install new HVT Flooring in all classrooms. Viola Inc. GMP included a $150,000 allowance and is applied in the form of a credit, offsetting the final cost.

ATTACHMENTS:
CO#01.pdf , _A2000_ SCOPE OF WORK PLAN Rev.0 markup (2).pdf , _Viola Inc (McAuliffe ES - RFI 001 +27 Classrooms) 4-10-25.pdf

#	Budget Code	Description	Amount
1	900-965.000.Subcontract Resilient Flooring.Subcontract	Reliable Flooring CO#01	$197,751.00
2	200-241.190.Subcontract Selective Demolition.Subcontract	Wright Sawing and Breaking CO#01	$167,246.80
3	100-121.160.Owner Cost Contingency Allowances.Owner Cost	Credit GMP Allowance	$(150,000.00)
		Subtotal:	**$214,997.80**
		LLB Fee (8.00%):	$17,199.82
		Bond & Insurance (2.99%):	$6,942.71
		Grand Total:	**$239,140.33**

Ruben Ruiz (Arcadis)
4119 Broad Street Suite 210
San Luis Obispo, California 93401

SIGNATURE **DATE**

Oxnard School District
1051 South A Street
Oxnard, California 93030

SIGNATURE **DATE**

Viola Inc.
5811 Olivas Park Dr. Ste 204
Ventura, California 93003

SIGNATURE **DATE**

RELIABLE FLOOR COVERING, INC.

April 10, 2025

Viola Constructors Inc
5811 Olivas Park Drive #204
Ventura, CA 93003
Tel: 805-394-9990
Email: nshipp@violainc.com

Attn: Nick Shipp
Re: McAuliffe ES
RFI #001 – 27 Classrooms

Dear Nick:

The following is the cost breakdown for RFI #001 – 27 Classrooms at McAuliffe ES (A2000 Scope of Work Plan attached).

Scope of work: Furnish and install HVT by Catalina into 27 Classrooms (colors to be determined) per RFI 001. Furnish and install 4" Rubber Base by Mannington color 190 Jackalope. Standard skim-coat floor prep included. Moisture testing included.

177,975.90
10% : 19,775.10
#197,751.00

Total Additive Price Tax Included: ~~$ 197,751~~

Customer Approval_____ Date_____

Print Name_____

Sincerely

Will Alexander

2304 Townsgate Rd. Westlake Village CA 91361 | will@reliablefloor.org
805-495-4811 | fax 805-497-4069
lic. 839258 | C-15 | C-54
Serving Southern California Since 1959

WRIGHT
Sawing & Breaking

Sawing • Coring • Demolition • Breaking

P.O. Box 7715, Ventura, CA 93006
Office (805) 658-1815 • Fax (805) 658-1050
Lic.# 823507 • wsandb@sbcglobal.net

April 21, 2025

Viola Constructors, Inc.
Attn: Nick
P.O. Box 5624
Oxnard, CA 93031

RE: McAuliffe ES Modernization **CO#01**

Dear Nick:

Please be advised that the price for the work performed at the above location is $167,246.80 which is based on (1) move-on and includes supplying labor, equipment & material to complete the following work:

--Sheet A2001
  --Rooms with old carpet & VCT
    -101, 106, 127, 128, 129
  --Rooms with new carpet
    --112, 113, 114, 115, 122, 123, 124
--Sheet A2002
  --Rooms with old carpet & VCT
    --166, 167, 171, 174, 175
    --168 had carpet over VCT
--Sheet A2003
  --Rooms with new carpet
    --186, 190, 197, 198, 1101, 1102, 1104, 1105, 1106, 1107
--Our DIR# is 1000011992 &
--Above price is based on all work being performed at prevailing wage during normal business hours.

$150,522.12
10% 16,724.68
$167,246.80

The following are the job exclusions:

--Stand-by due to locating of utilities &/or broken utilities,
--Any permits or fees,
--Shoring of any kind,
--Stand-by due to other trades,
--Damage to unknown utilities,
--Removal of hazardous materials,
--All work not spelled out,
--Lay-out of any kind (slab and wall removal),
--Damage to ground cover (grass, ivy, etc.),
--Cutting & capping of all utilities,
--Not responsible for damage to asphalt parking lot,
--Barricades, temporary fencing & protective coverings &
--Any additional saw cutting.

If you have any questions, please give the office a call.

Very truly yours,

Charles L. Wright

Charles L. Wright

CLW/amw

Amendment No. 001 to Construction Services Agreement No. 24-143

The Construction Services Agreement No. 24-143 ("Agreement") entered into on October 16, 2024, by and between the Oxnard School District ("District") and Viola Inc. ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 001 to the Construction Services Agreement No. 24-143 ("Amendment") that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the McAuliffe Elementary School Modernization Project for the District's Master Construct and Implementation Program;

WHEREAS, the District operates McAuliffe Elementary School located at 3300 Via Marina Way, Oxnard, CA 93035 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to modernize the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Viola Constructors to construct thru the completion and occupancy of the McAuliffe Elementary School Modernization project;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

AMENDMENT

The Parties agree to add 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 A attached.

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

The GMP for the Project shall be **Six Million Nine Hundred Eight Thousand Two Hundred Forty Dollars and Fifty Cents ($6,908,240.50)**. The GMP consists of Sublease Payments in the amount of **Thirty Thousand One Hundred Forty Eight Dollars and Eighteen Cents ($30,148.18)** per month for **12** months for a total lease value of **Three Hundred Sixty-One Thousand Seven Hundred Seventy-Eight Dollars and Sixteen Cents ($361,778.16)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in Exhibit A attached herewith.

The Parties agree that all other provisions of the Services Agreement No. 24-143 entered into and executed by the Parties on October 16, 2024 remain in full force and effect. Provider agrees that any provisions, limitations and exclusions in its proposal are stricken for all purposes and are invalid as inconsistent with the terms and conditions of the Agreement and this Amendment.

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

OXNARD SCHOOL DISTRICT:

By: Melissa Reyes _____ 3/6/25
Melissa Reyes, Director, Purchasing — Date:

VIOLA INC.:

By: Michael T. Viola _____ 02-24-2025
Michael Viola, President — Date:

EXHIBIT A

Scope of Work (Plans & Specifications)

McAuliffe Elementary School – 3300 Via Marina Ave, Oxnard, CA 93035

Plans and Specifications as prepared by IBI Group, now Arcadis. DSA Application Number 03-121079. DSA file number 56-22

SITE LEASE

This Site Lease (hereinafter referred to as the "Site Lease") is entered into this 5th day of March, 2025, 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 Viola, Inc. with its principal place of business at 5811 Olivas Park Drive, Suite 204, Ventura, CA 93003 (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 McAuliffe Elementary School, 3300 W. Via Marina Avenue, Oxnard, CA 93035, 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:

(a) The District has good title to the Site.

(b) There are no liens on the Site other than permitted encumbrances (the term "permitted encumbrances" as used herein shall mean, as of any particular time: (i)

liens for general ad valorem taxes and assessments, if any, not then delinquent; (ii) this Site Lease, the Sublease, any right or claim or any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law, easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site; (iii) easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which Contractor and the District consent in writing which will not impair or impede the operation of the Site.).

(c) All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes not yet due and payable, have been paid in full.

(d) The Site is properly zoned for the intended purpose or the District intends to render zoning inapplicable pursuant to Government Code Section 53094.

(e) To the best of the District's knowledge, the District is in compliance in all material respects with all laws, regulations, ordinances and orders of public authorities applicable to the Site.

(f) To the best of the District's knowledge, there is no litigation of any kind currently pending or threatened regarding the District's use of the Site for the purposes contemplated by this Site Lease, the Sublease and the Construction Services Agreement.

(g) To the best of the District's knowledge, upon reasonable investigation and in reliance on the District's phase one Preliminary Environmental Assessment, and except as otherwise delineated in the Contract Documents: (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the District or Contractor or Contractor's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station; (iv) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not

now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances; (v) no person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vi) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (vii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (viii) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

(h) To the extent permitted by law, the District shall not abandon the Site for the use of which it is currently required by the District and further shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and the Project are to be maintained under the Sublease.

SECTION 4. Representations and Warranties of Contractor

Contractor represents and warrants to the District that:

(a) Contractor is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) Contractor has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease have been authorized by all necessary corporate or partnership actions on the part of Contractor and do not require any further approvals or consents.

(c) Execution, delivery and performance of this Site Lease do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Contractor is a party or by which it or its property is bound.

(d) There is no pending or, to the best knowledge of the Contractor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Contractor to perform its obligations under this Site Lease.

(e) Contractor has conducted a visual inspection of the Site and represents that it is familiar with the site conditions relating to construction and labor thereon and hereby indemnifies the District for any damage or omissions related to the site conditions that could have been visually identified during the site-visit in accordance

with the indemnification contained in the General Conditions incorporated into the Construction Services Agreement.

(f) Contractor has reviewed the Contract Documents (as that term is defined in the Construction Services Agreement) and is familiar with the contents thereof.

SECTION 5. Rental

Contractor shall pay to the District as and for advance rental hereunder the sum of One Dollar ($1.00) for the duration of the rental, this payment being due on or before the commencement of the term of this Site Lease. The duration of the rental is expected to be from the effective date hereof through the last day of the term of the Sublease.

SECTION 6. Purpose

Contractor shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and leasing the Project to the District; provided, however, that in the event of an occurrence of an Event of Default by the District, under the Sublease, Contractor may exercise the remedies provided for in the Sublease.

SECTION 7. Termination

Contractor agrees, upon termination of this Site Lease: (i) to quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the term hereunder, reasonable wear and tear excepted; (ii) to release and reconvey to the District any liens and encumbrances created or caused by Contractor; and (iii) that any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, including the Project, shall remain thereon and title shall vest in the District. Notwithstanding the District's foregoing rights in the event of termination, Contractor shall retain the right to compensation pursuant to the Construction Services Agreement and the Sublease.

SECTION 8. Quiet Enjoyment

The District covenants and agrees that it will not take any action to prevent Contractor's quiet enjoyment of the Site during the term of this Site Lease; and that in the event that the District's fee title to the Site is ever challenged so as to interfere with Contractor's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Contractor's right to occupy, use, and enjoy that portion of the Site.

SECTION 9. No Liens

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the term of this Site Lease, without the written consent of Contractor. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

During the term of this Site Lease, Contractor shall not permit any lien or encumbrance to attach to the Site or any part thereof.

SECTION 10. Right of Entry

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in so doing shall not interfere with Contractor's operations on the Project.

SECTION 11. Assignment and Subleasing

Other than the Sublease, as defined herein, Contractor will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

SECTION 12. No Waste

Contractor agrees that at all times that it is in possession of the Site it will not commit, suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

SECTION 13. Default

In the event that Contractor shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Contractor, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof. Termination of this Site Lease shall be in accordance with the provisions of the General Conditions incorporated into the Construction Services Agreement or such other provisions as may be applicable.

SECTION 14. Eminent Domain

In the event that the whole or any part of the Site or the improvements thereon is taken by eminent domain, the financial interest of Contractor shall be recognized and is hereby determined to be the amount of all Tenant Improvement Payments and Sublease Payments then due or past due, and the purchase option price stated in Section 20 of the Sublease less any unearned interest as of the date Contractor receives payment in full. The balance of the award, if any, shall be paid to the District.

SECTION 15. Taxes

The District covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site of the improvements thereon.

SECTION 16. Severability

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason

whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each remaining provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

SECTION 17. Notices

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Viola, Inc.
5811 Olivas Park Drive, Suite 204
Ventura, CA 93003
Attn: Michael T. Viola, President/Chief Executive Officer

If to the District:

Oxnard School District

1051 South A Street,
Oxnard, CA 93030
Attn: Dr. Ana DeGenna, Superintendent

With a copy to Gerald Schober
Vice President, Implementation Services
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

Notices under this Agreement shall be deemed to have been given, and shall be effective, upon actual receipt by the other party, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 18. Construction Services Agreement and Sublease

The Construction Services Agreement and the Contract Documents as defined therein, including the Sublease, are incorporated by reference herein in their entirety as if fully set forth herein.

SECTION 19. Binding Effect

This Site Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

SECTION 20. Entire Agreement

This Site Lease, the Sublease, the Construction Services Agreement and the additional Contract Documents as defined in the Construction Services Agreement constitute the entire agreement between Contractor and the District, and the Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided herein or in Section 10 of the Construction Services Agreement.

SECTION 21. Execution in Counterparts

This Site Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

SECTION 22. Indemnification

Contractor shall indemnify the District in accordance with the provisions set forth in the General Conditions incorporated into the Construction Services Agreement.

SECTION 23. Applicable Law

This Site Lease shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 24. Headings

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

SECTION 25. Time

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Site Lease effective as of the date first above written.

CONTRACTOR

Viola, Inc.

By: Michael T. Viola

Michael T. Viola

Title: President/Chief Executive Officer

Date: 02-24-2025

THE DISTRICT

Oxnard School District,
a California school district

By: Melissa Reyes

Melissa Reyes

Title: Director, Purchasing

Date: 3/6/25

OSD AGREEMENT #24-143

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 16th day of October, 2024, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Viola, Inc. (Contractor) which is a contractor licensed by the State of California, with its principal place of business at 5811 Olivas Park Drive, Suite 204, Ventura, CA 93003 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McAuliffe Elementary School, located at 3300 W. Via Marina Avenue, Oxnard, CA 93035 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

D. **Guaranteed Maximum Price**. The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.

F. **Project**. The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.

G. **Project Manual**. The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.

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

I. **Site Lease**. The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

L. **Sublease**. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be **TO BE DETERMINED ($X.XX)** The GMP consists of (1) a Preconstruction Fee in the amount of **SEVENTEEN THOUSAND THREE HUNDRED TEN DOLLARS AND NO CENTS ($17,310.00)**. (2) a Sublease Tenant Improvement and, (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin, and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have

been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with

Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

A. Prior to commencing Construction, Contractor shall comply with the initial schedule

requirements set forth in the General Conditions.

B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.

C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.

D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.

F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.

G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to

discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.

I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.

J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or

equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.

C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign Patrick Waid as Project Director for the Project. So long as Patrick Waid remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions. The Project Director is not an exclusive position and does not preclude any other parallel assignment within or outside the District.

B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.

C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any

easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.

B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including

Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost

of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to 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:
Viola, Inc.
5811 Olivas Park Drive, Suite 204
Ventura, CA 93003
Attn: Michael T. Viola, President/Chief Executive Officer

If to the District:
Oxnard School District
1051 South A Street
Oxnard, CA 93030
Attn: Dr. Ana DeGenna, Superintendent

With a copy to:
Gerald Schober
Vice President
Implementation Services
Caldwell Flores Winters, Inc.
521 N. 1st Avenue
Arcadia, CA 91006

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.

SECTION 33. EXECUTION IN COUNTERPARTS

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

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR	THE DISTRICT
Viola, Inc.	Oxnard School District, a California school district
By: Michael T. Viola	By:
Michael T. Viola	Melissa Reyes
Title: President/Chief Executive Officer	Title: Director, Purchasing
Date: October 15, 2024	Date: 10/17/24

OSD AGREEMENT #24-143

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed

OSD AGREEMENT #24-143

EXHIBIT B

Oxnard School District

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Seventeen Thousand Three Hundred Ten Dollars and No Cents ($17,310.00)** to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.

B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.

C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

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 review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.

B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.

C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.

D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.

C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.

D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR	THE DISTRICT
Viola, Inc.	Oxnard School District, a California school district
By: Michael T. Viola	By:
Michael T. Viola	Melissa Reyes
Title: President/Chief Executive Officer	Title: Director, Purchasing
Date: October 15, 2024	Date: 10/17/24

VIOLA inc 1946
CONSTRUCTORS
CSL 193390
75 Years of Success



RFQ/P Response for Lease Lease-Back Preconstruction and Construction Services for the McAuliffe Elementary School Modernization Project

5811 Olivas Park Drive, Suite 204 ● Ventura, CA 93003 ● 805-487-3871 ● violainc.com ● CSL 193390

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August 21, 2024

Gerald Schober
Vice President, Implementation Services
Oxnard School District
C/O Caldwell Flores Winters, Inc.
521 N. 1st Avenue, Arcadia, CA 91006

RE: RFQ/P for LLB Preconstruction and Construction Services for McAuliffe Elementary School

Dear Mr. Schober,

Thank you for the opportunity to provide you with the following proposal for your upcoming project. Viola Incorporated has provided commercial, industrial and institutional work product in Southern California for the past 78 years with a directed focus on educational infrastructure. Our strong sense of community involvement is reflected in utilization of local resources through subcontractors, vendors and the community workforce. Delivering high quality Public Schools on time and under budget has been our staple for over a half century. Project after project, Viola successfully exceeds the expectations of Owners, Architects and Inspectors.

The plans for this project have already received DSA approval therefore reducing the amount of required pre-constructions services. There will be no need for schematic and or design development estimates. There will be a need for a comprehensive constructability review, construction document estimate, and construction scheduling. Accuracy of the overall cost estimate and GMP will improve with the feedback from Subcontractor pricing based on the approved plans and specifications. Special considerations to the schedule phasing requirements shall be conveyed to all trades involved in the project. Viola Inc. will have special provisions and contingencies for work that is to be performed on an actively occupied campus. Special attention will be given to the reduction of sound, dust/debris, and safety of staff and students during the entire project duration. We believe that it is critical to the success of the project to have firsthand knowledge of the existing conditions on site. Therefore, Viola personnel will be involved in identifying any potential change conditions prior to construction so as to avoid as many conflicts as possible.

Thank you for your consideration and please let us know if there is anything else we can provide.

Sincerely,

Viola Incorporated

Michael T. Viola
President/Chief Executive Officer

5811 Olivas Park Drive, Suite 204 ● Ventura, CA 93003 ● 805-487-3871 ● violainc.com ● CSL 193390

Qualifications

Company Profile

Viola, Inc. (Viola) is a Southern California general contractor headquartered in Ventura County for over 78 years, 100% family owned and managed for three generations. The firm recently completed construction of its current headquarters at 5811 Olivas Park Drive, Ventura, CA 93003 where it employs 30 people. Because of our strong sense of community we endeavor to utilize local subcontractors, vendors and the workforce. K-12 Public Schools have been our staple for over a half century. Public libraries, Community Centers, City Halls, Hospitals, and Transportation Centers contribute to a portfolio of a civic enterprise that become the fabric of a Community.

Along with a vested interest in the quality of educational facilities in our community, our ability to understand the needs and priorities of our clients enable us to deliver high quality projects on time and under budget. Project after project, Viola consistently exceeds the expectations of all parties.

A. Experience

Driffill Elementary School **PK/K/TK Modular Buildings**	Oxnard School District 1051 South A Street, Oxnard	$3.4 million in progress

Owner Contact: Lisa Franz (805) 385-1501 x2410
Architect: Flewelling and Moody
Preconstruction Budget: $27,870
Construction of 5 modular buildings which include student and staff restrooms and hi-lo drinking fountains. New PK and Kindergarten playground. New play structure with rubberized surfacing and shade structure. Site work includes re-grading of site with new asphalt paving, new concrete walkway, and new fences and gates.

Alila Elementary School **PK/K/TK Modular Buildings**	Earlimart School District 850 W Washington Ave., Earlimart	$3.1 million in progress

Owner Contact: Jessikah Saechao (661) 849-3386
Architect: 19six Architects
Preconstruction Budget: $55,491.88
Construction of 5 modular buildings which include student and staff restrooms and hi-lo drinking fountains. New PK and Kindergarten playground. New play structure with rubberized surfacing and shade structure. Site work includes re-grading of site with new asphalt paving, new concrete walkway, and new fences and gates.

Rio Mesa High School Oxnard Union High School District $20.5 million
New HVAC Modernization 1800 Solar Drive, Oxnard, CA
Owner Contact: Brittany Villasenor (805) 385-2518
Architect: Flewelling and Moody
Demolition of existing interior and exterior finishes for implementation of new HVAC systems and the replacement of all finishes as noted. Scope includes overhead piping, ductwork, electrical, controls, fire alarm systems, modifications and commissioning, etc. Scope completed, including closeout, in phases per exhibits including schedules.

Channel Islands High School Oxnard Union High School District $10.8 million
HVAC Modernization Phases 1&2 1800 Solar Drive, Oxnard CA, 93030
Owner Contact: Brittany Villasenor (805) 385-2518
Architect: Flewelling and Moody
New HVAC installation for three classroom buildings and renovation of finishes of 48 classrooms. Includiung HVAC equipment yards, aluminum storefront systems, and campus wide electrical infrastructure installation.

Camarillo Special Education School Ventura County Office of Education $15.7 million
(Triton Academy) 5250 Adolfo Camarillo Road, Camarillo, CA
Owner Contact: David Fateh (805) 383-1943
Architect: DC Architects
New school campus, including a 30,275 SF new ground up two story classroom and administration building consisting of structural wood framing, structural steel canopies, and 21st century enhancements; site construction including two playgrounds, two shade structures, basketball court, turf, bus drop off lane w/ zero curb face; offsite construction including new deceleration lane, sidewalk, and street repaving.

Lamont Elementary School New Lamont School District $2.9 million
Construction & Modernization Project 7915 Burgundy Avenue
Owner Contact: Eric Brock (661) 201-6504
Architect: Perkins Eastman
Preconstruction Budget: $65,208
GMP: $2,457,342
Contingency: $0
Allowance: $81,420
Allowance returned to District: $33,077.99
Modernization of original campus including a kindergarten classroom building consisting of eight classrooms. Removal of eight portables from the Northern part of campus and six from the Southern. Construction of a dedicated kindergarten play area. And construction of two general purpose classrooms.

Alicante Elementary School New Construction & Modernization Project — Lamont School District, 7915 Burgundy Avenue — $2.8 million

Owner Contact: Eric Brock (661) 201-6504
Architect: IBI Group
Preconstruction Budget: $63,486
GMP: $2,387,363
Contingency: $0
Allowance: $309,385.69
Modernization of original campus including a kindergarten classroom building consisting of 7 classrooms. Construction of a dedicated kindergarten play area, fences and gates, utility improvements, and landscaping.

Myrtle Avenue Elementary School New Construction & Modernization Project — Lamont School District, 7915 Burgundy Avenue — $3.1 million

Owner Contact: Eric Brock (661) 201-6504
Architect: Perkins Eastman
Preconstruction Budget: $74,696
GMP: $2,655,629
Contingency: $64,525
Allowance: $175,568
Removal of 3 portables, 1 maintenance shed, and playfield equipment. New construction 2 modular kindergarten classroom buildings consisting of 5 classrooms. New construction of 2 modular general classroom buildings including 6 classrooms. Site improvements include new parent drop off for kindergarten, kindergarten playground, shade structure, fencing, gates, and landscaping.

Norman R Brekke Elementary School Kindergarten Flex Classroom Building — Oxnard School District, 1051 South A Street — $782,815

Owner Contact: Lisa Franz (805) 385-1501 x2410
Preconstruction Budget: $5,288
GMP: $737,009
Contingency: $20,000
Allowance: $82,715
New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant sudent toilet rooms. Scope included site demolition and rerouting and reconnection of irrigation lines. Over excavation and recompaction as per soils report. Installation of all the utilities. Site grading and drainage around building. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including conncetion to existing campus system.

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Christa McAuliffe Elementary School Oxnard School District $1.2 million
Kindergarten Flex Classroom Building 1051 South A Street
Owner Contact: Lisa Franz (805) 385-1501 x2410
Preconstruction Budget: $5,288
GMP: $799,169
Contingency: $20,000
Allowance: $56,740
Allowance returned to District: $7,445
New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant sudent toilet rooms. Site demolition, rerouting, of irrigation lines, Over excavation and recompaction, and installation of all the utilities. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including conncetion to existing campus system.

Emilie Ritchen Elementary School Oxnard School District $1.3 million
Kindergarten Flex Classroom Building 1051 South A Street
Owner Contact: Lisa Franz (805) 385-1501 x2410
Preconstruction Budget: $5,288
GMP: $745,144
Contingency: $20,000
Allowance: $56,740
New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant sudent toilet rooms. Site demolition, rerouting, of irrigation lines, Over excavation and recompaction, and installation of all the utilities. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including conncetion to existing campus system.

Ramona Elementary School Oxnard School District $822,488
Kindergarten Flex Classroom Building 1051 South A Street
Owner Contact: Lisa Franz (805) 385-1501 x2410
Architect: Flewelling & Moody
Preconstruction Budget: $5,288
GMP: $834,200
Contingency: $20,000
Allowance: $101,569
Allowance returned to District: $11,711
New modular classroom building consisting of two kindergarten classrooms, one storage/work room and two single occupant sudent toilet rooms. Site demolition, rerouting, of irrigation lines, Over excavation and recompaction, and installation of all the utilities. Concrete foundation for modular building. Interior and exterior signage. Installation of low voltage and fire alarm system including conncetion to existing campus system.

B. Project Team

Michael Viola, CEO
University of Southern California – BA in Business Psychology
Stanford University – MS in Construction Engineering

A second-generation General Contractor earned an MS in Construction Engineering-Management from Stanford University, a BA in Business Psychology from USC, and is a certificated Journeyman Carpenter. A 20-year veteran CEO began his career spanning six decades as a union carpenter after securing a college education, as the only real way to know what is required to be a builder. Many years were spent on site building commercial, industrial and institutional facilities, including hospitals, libraries, and university buildings. As CEO, over $310 Million in K-12, community college and university work product has been successfully delivered to public and private clientele throughout Southern California.

Patrick Waid, Field Operations Manager
Member of Carpenter Union Local 805 | Director of LLB Operations | OSHA 30-Hour Certification

Viola's Field Operations Manager for many of the past 20 years of his tenure with Viola. He is experienced in all phases of construction from the preconstruction activities to scope review, subcontract negotiation/execution, strategic site planning, monitoring of project costs and scheduling. With his experience as a lead carpenter and jobsite Superintendent, he has developed practical negotiating skills and problem-solving abilities, using them to settle disagreements quickly and complete projects on-time and on-budget.

Relevant Project Experience:

Myrtle Elementary School New Construction & Modernization **LLB** (2020-2022) $3.1M
Alicante Elementary School New Construction & Modernization **LLB** (2020-2022) $2.8M
Lamont Elementary School New Construction & Modernization **LLB** (2020-2022) $2.9M
Ramona Elementary School Kinderflex **LLB** (2017-2019) $822k
Ritchen Elementary School Kinderflex **LLB** (2017-2019) $1.3M
McAuliffe Elementary School Kinderflex **LLB** (2017-2019) $1.2M
Brekke Elementary School Kinderflex **LLB** (2017-2018) $755k
Ventura College Bldg G Theater Renovation (2011-2012) $9.9M
Moorpark College Health Science (2009 – 2010) $16M
Moorpark College Academic Center (2009-2010) $18.3M
UCSB Recreation Center (2004-2005) $12.2M

Rick Canchola, Quality Control Manager
Member of Carpenter Union Local 805 | OSHA 30-Hour Certification

Rick is a seasoned Quality Control Manager who spent the majority of his 41+ year career as a Superintendent overseeing heavy and general public works construction. In addition to his vast field knowledge, his excellent communication skills allow him to address and resolve potential issues well in advance of project impact, all while maintaining a great relationship with any users of occupied spaces around the construction site.

Relevant Project Experience:

Rio Mesa High School Modernization (2021-2023) $20.5M
Camarillo Special Education School (2018-2020) $15.6M
UCSB Seawater Lab (2017-2018) $1.7M
Santa Barbara Children's Library (2015) $1.3M
Oak Park High School Modernize Science Classrooms (2011) $1M
Moorpark College Health Science (2009-2010) $16M
San Marcos High School Aquatic Facility (2008) for Sharma General Engineering
Oaks Christian High School for Merco Construction Engineers
Westlake High School Aquatic Facility for Merco Construction Engineers
Rio Mesa High School Aquatic Facility for Merco Construction Engineers
USC Medical Center for Merco Construction Engineers
UCLA Acosta Center for Merco Construction Engineers

Nick Shipp, Sr. Project Manager
OSHA 10-Hour Certification in Construction Safety and Health

Nick has 20+ years in the industry, from trades to project management, and brings a 'can do' attitude to any jobsite he is a part of. While tackling all issues on a project, he also builds excellent relationships with the clients that has built trust and lead to many repeat clients. His recent work with the Oxnard Union High School District has proven to their stakeholders that there isn't a challenge that can't be overcome.

Relevant Project Experience:

Rio Mesa High School Modernization (2021-2023) $20.5M
Channel Islands High School Modernization Phases 1&2 (2021-2022) $11M
Boys and Girls Club at Redwood Middle School (2018-2019) $2.5M
UCSB Bio II Stem Cell Research Laboratory (2011) $2.9M
Moorpark College Health Science (2009-2010) $16M
Ventura Veterans Home (2007-2010) $22.9M
Rio Rosales Elementary School (2007) $10.6M

Robert Lomino, Sr. Project Engineer
Moorpark College
OSHA 10-Hour Certification in Construction Safety and Health | ACI Field Technician Grade I | APNGA Nuclear Gauge Safety and US DOT Hazmat | APNGA Radiation Safety Officer

Robert is an ambitious project engineer with a background as a deputy inspector. With three years of experience in the industry, he brings a quality control mentality when walking the jobsite and handing document control. His recent experience of working on an active campus modernization has allowed him to coordinate construction activities around the school schedule to ensure a smooth project.

Relevant Project Experience:
- Rio Mesa High School Modernization (2021-2023) $20.5M
- Fillmore High School CTE Buildings for Construction Testing and Engineering South

Robert Viola, Safety Officer
California Polytechnic State University San Luis Obispo – BS in Construction Management
OSHA 30-Hour Certification in Construction Safety and Health

Robert is a third-generation member and has been working for Viola since he graduated from Cal Poly San Luis Obispo ten years ago with a bachelor's degree in Construction Management. He received the 30-hour OSHA certification and is Viola Inc's Custodian of Records for California DOJ information. He leads with an excellent sense of customer service, with a strong track record of completing projects on time while maintaining the level of quality our clients have come to expect. As a Project Manager, he completed a $15.6 Million school for the Ventura County Office of Education in 2020. As the Safety Officer, he currently oversees the safety programs of projects in Hope School District, Oxnard School District, and Earlimart School District.

Relevant Project Experience:
- Rio Mesa High School Modernization (2021-2023) $20.5M
- Channel Islands High School Modernization Phases 1&2 (2021-2022) $11M
- Camarillo Special Education School (2018-2020) $15.6M
- UCSB Seawater Lab (2017-2018) $1.7M
- San Miguel Pre-School (2017) $820k
- Santa Barbara Children's Library (2015) $1.3M

Michael Pfeiffer, Project Superintendent
Member of Carpenters Local 743 | OSHA 510/SSTA 16 certification and CPR, AED, and First Aid
UBC Journeyman Building Leadership Program 40 hr.

Mike has over 30 years of building experience from concrete to framing as a carpenter to site supervision. Maintaining and Scheduling of contractors on site as well as completion of Carpentry needs onsite; while always aware of client relationship and quality control.

Relevant Project Experience:

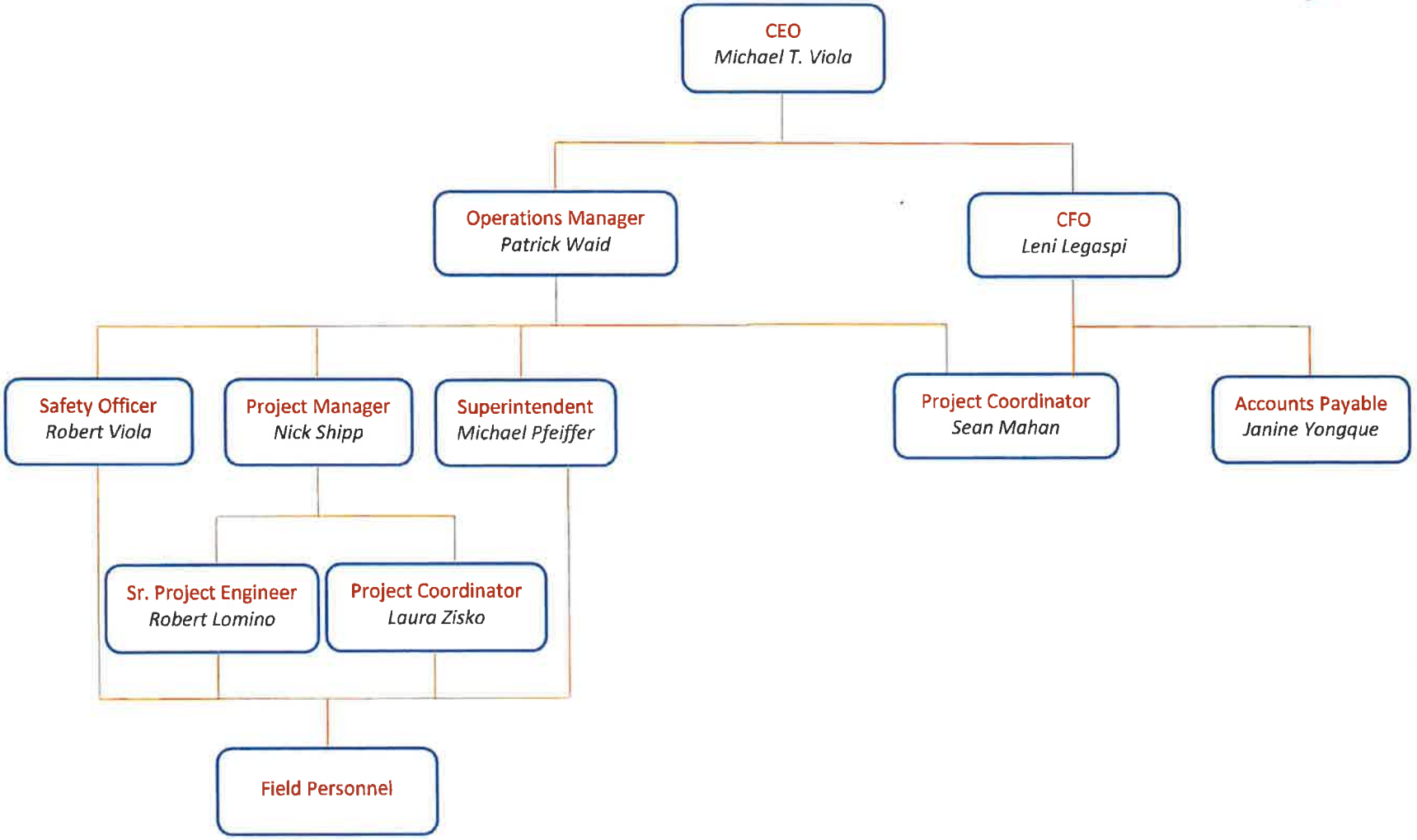
Myrtle Elementary School New Construction & Modernization **LLB** (2020-2022) $3.1M
Taft College Muti-Purpose Building (2019-2020) $26M for another contractor
Aurora Learning Center (2018-2020) $285M for another contractor
North High School Modernization (2016-2018) $36M for another contractor
Mercy Hospital Modernization (2015-2016) $3M for another contractor
Greenlee Elementary New Construction (2014-2015) $2M for another contractor

Sean Mahan, Project Coordinator
California State University Channel Islands – BS in History

Sean has six years of experience in the construction field, predominantly in school modernization through the lease-leaseback delivery method. He worked with kids for over ten years at the Conejo Recreation and Park District as well as the Chumash Indian Museum. Graduated from CSU Channel Islands with a bachelor's degree in History. He works as the last line of defense to ensure the quality and comprehensiveness of all tasks with which he is involved.

Relevant Project Experience:

Myrtle Elementary School New Construction & Modernization **LLB** (2021-2022) $3.1M
Alicante Elementary School New Construction & Modernization **LLB** (2021-2022) $2.8M
Lamont Elementary School New Construction & Modernization **LLB** (2021-2022) $2.9M
McKinna Elementary School Modernization **LLB** (2018-2019) for Caldwell Flores Winters
Marshall Elementary School Modernization **LLB** (2017-2019) for CFW
Elm Elementary School Modernization **LLB** (2017-2019) for CFW
Lemonwood Elementary School Modernization **LLB** (2017-2019) for CFW
Ramona Elementary School Kinderflex **LLB** (2017-2019) for CFW
Ritchen Elementary School Kinderflex **LLB** (2017-2019) for CFW
McAuliffe Elementary School Kinderflex **LLB** (2017-2019) for CFW
Robla Elementary School Modernization **LLB** (2017-2019) for CFW
Brekke Elementary School Kinderflex **LLB** (2017-2018) for CFW



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C. Project Management Details

Construction operations will be managed by our Project Superintendent. He will oversee project schedules, daily construction activities and public safety. His vast expertise enables him to resolve any and all construction issues within a timely manner, allowing the project to stay on schedule. Construction logistics such as change orders, budgets, subcontracts and other project documents will be handled by our Project Manager through the utilization of Procore. Viola has been utilizing Procore for over six years on its private, public and lease-leaseback projects. Bluebeam Revu is an end-to-end digital workflow and collaboration solution designed for the architecture, engineering and construction team. This software is implemented when there is a need to mark up or annotate plans and specifications that can in turn be shared with the entire team. The Project Manager's knowledge of modern technology allows him to regulate the paperwork digitally and environmentally friendly.

Together, they efficiently create a schedule that works best for the project. The Project Manager knows what the "ready work" will be while the Superintendent knows when the work will begin. This is implemented through scheduling software, Outbuild, which integrates CPM, Lookahead, QA/QC, and Safety Inspections into a collaborative dashboard. Not only do they establish an efficient schedule, but a safe one. Risk management is achieved through a team effort. For major tasks: First, they would identify and assess the risk, giving priority to the high risk situations. The next step is to communicate and reduce these risks in an efficient way. Lastly, if action is needed to mitigate the risk, they delegate and execute accordingly. For daily activities, such as hot work and excavation, daily permits are issued to the respective subcontractors in accordance with our jobsite safety plan.

D. Safety Record / EMR

The safety of the public and our team is our number one priority. Our superintendent/project manager holds a weekly safety meeting throughout the duration of a project to ensure all of our subcontractors and team members are operating in a safe manner. Viola utilizes industry leading software, Hammertech, for thorough implementation of our Accident Illness and Prevention Plan and all OSHA standards and requirements, thus maintaining safe and productive conditions for all involved in the project.

EMR for 2024: .78
EMR for 2023: .78
EMR for 2022: .76

E. Bonding Capacity

See attached

McAuliffe Elementary School Modernization Project

F. Conceptual Plans

F1. Potential Construction Issues, Challenges and Proposed Solutions

Having recent experience in Conventional School construction, rennovation of existing campuses, several portable to permanent classroom structures on existing occupied campuses, Viola can identify key items that need to be addressed in the design phase. These items have the potential to cause significant delays in construction and completion phases. Key items are as follow:

1. Review of all site as-builts and record drawings showing existing structures, site boundaries, any and all existing underground utilities that may conflict with location of proposed structures.
2. Evaluation of updated AHERA report and any Haz-Mat abatement recommendations.
3. Soil hygiene test reports indicating, if any, potential health hazards with existing soils.
4. A complete site survey documenting key elevations of existing structures and surrounding site work so that they can be coordinated with new structures and site plan.
5. General Contractor, District, Project Architect must accept a collaborative approach to the sharing of current design intentions, site conditions, and scheduling considerations.
6. The site is located at 3300 Via Marina Avenue, Oxnard, CA with access to back of school via Offshore Street. The location of the project will require access for: Trucks for tools/equipment, manpower parking, delivery trucks for materials. Great care and coordination will be required for these activities because they involve the vehicular and pedestrian access for students, parents and teachers.
7. When working on occupied campuses, student swing space and safety becomes a major concern. Viola has extensive experience in working with District personnel to coordinate daily activities so as not to disrupt classes, student access/egress, and pick up and drop off activities.

F2, F3, F4 See attached

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F5. Components of the Guaranteed Maximum Price

The components of the GMP are detailed within the Conceptual Estimate. They are without question subject to the considerations identified above in Construction Issues, Challenges and Solutions as well as with the implementation of Value Engineered recommendations and resolution of the constructibility issues identified throughout the Pre-Construction Phase.

Overhead, General Conditions, Markups, Insurance, Bonds and Fees are as included in the Conceptual Estimate Summary, but are repeated here for clarity:

Subcontractor Bond =	1.5%
Fee =	6.00% of the GMP
General Conditions =	Based on 15 month project duration
Change Order Mark Up =	8.00% of the Aggregate Change Order Value
General Liability Insurance =	0.85% of the Completed Cost of Construction
Builder's Risk Insurance =	1.20% of the Completed Cost of Construction/yr
Payment and Performance Bonds =	0.94% of the Completed Cost of Construction

Reimbursable Fees are 10% above cost incurred

G. Value Engineering Opportunities

The District and Design Team have DSA approved plans, Viola can and will indentify areas that can lend themselves to savings such as any and all finish systems, equipment, furnishings, plumbing fixtures,and alternate light fixture packages.

H. Subcontractor / Trade Details

Viola Inc. will furnish all jobsite supervision and administration as well as miscellaneous carpentry, general labor, and home office administration. All earthwork/grading, concrete, paving, MEP, AV systems, playground equipment, landscaping, and finishes will be subcontracted.

I. Proposed Project Schedule

The key to maximizing productivity and thus creating greater efficiency is to identify and resolve as many potential conflicts that are inherent to this type of project as early as possible. Understanding what the existing site conditons will present is critical. Complete as-built drawings (if available) should be reviewed to determine if there are any potential conflicts with the new structures. Soil testing for any potential contamination can kill a schedule and should also be performed as soon as practical. By understanding the schools need for swing space, phasing will be necessary for Viola to establish a productive flow allowing multiple trades to work on site simultaneously. Also critical to the schedule is the coordination and communication with District IT personnel to inure all systems are roughed in and located in accordance with the desired design. Site access will also be a key element that needs to be coordinated with McAuliffe Elementary School.

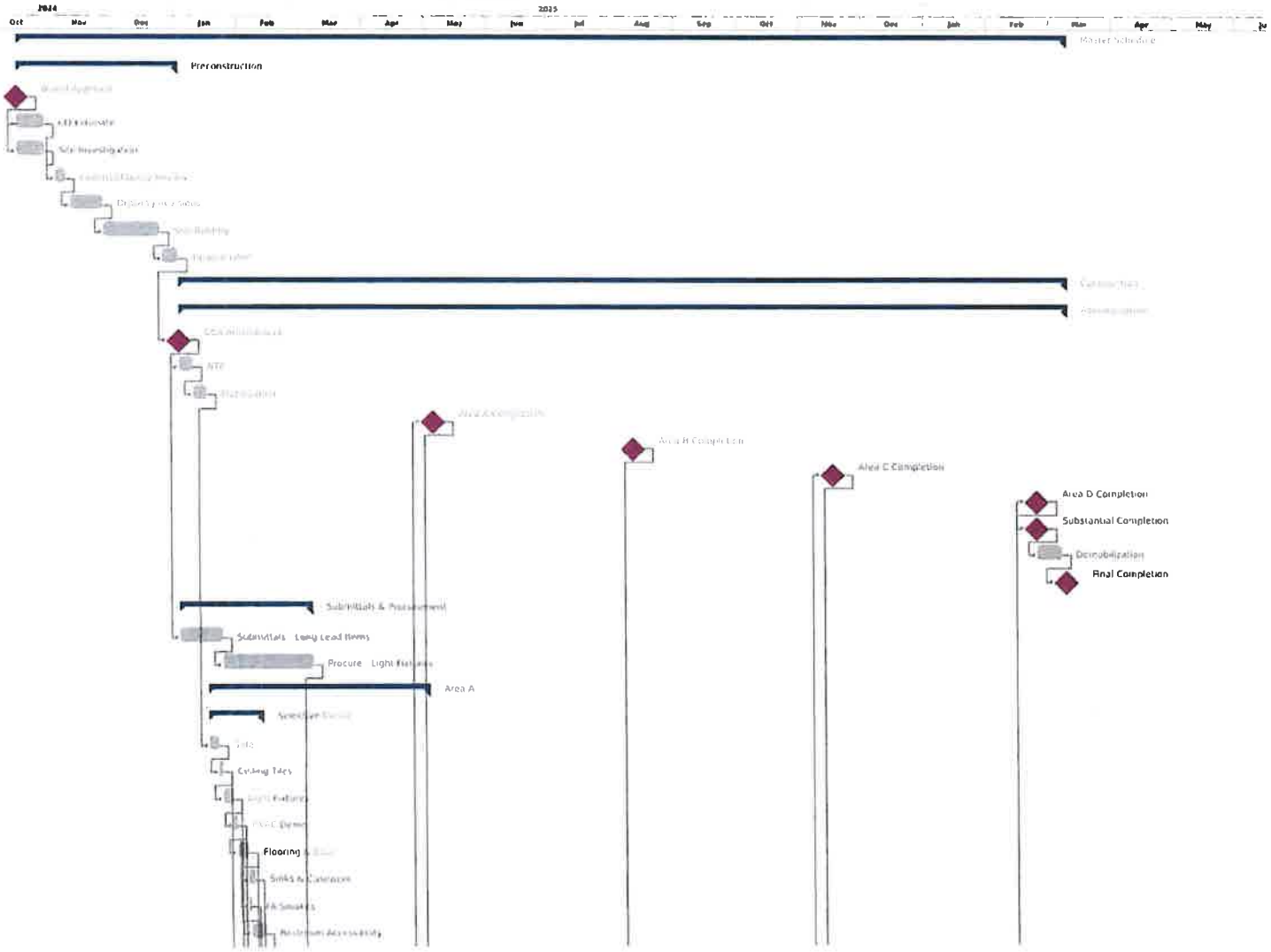
"Together as a Team we build Successful Projects, One by One, Year after Year"

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VIOLA INC
CONSTRUCTORS

McAuliffe ES Modernization
RFP Schedule

ID	Activity	Start	Duration	End
0	– Master Schedule	10/16/24	359 days	03/06/26
1	– Preconstruction	10/16/24	53 days	01/02/25
2	Board Approval	10/16/24	0 days	10/16/24
3	CD Estimate	10/16/24	10 days	10/29/24
4	Site Investigation	10/16/24	10 days	10/29/24
5	Constructability Review	11/04/24	5 days	11/08/24
6	Drawing Revisions	11/11/24	10 days	11/26/24
7	Sub Bidding	11/27/24	20 days	12/24/24
8	Finalize GMP	12/26/24	5 days	01/02/25
9	– Construction	01/02/25	306 days	03/06/26
10	– Administration	01/02/25	306 days	03/06/26
11	CSA Amendment	01/02/25	0 days	01/02/25
12	NTP	01/03/25	5 days	01/09/25
13	Mobilization	01/10/25	5 days	01/16/25
14	Area A Completion	05/02/25	0 days	05/02/25
15	Area B Completion	08/08/25	0 days	08/08/25
16	Area C Completion	11/14/25	0 days	11/14/25
17	Area D Completion	02/20/26	0 days	02/20/26
18	Substantial Completion	02/20/26	0 days	02/20/26
19	Demobilization	02/23/26	10 days	03/06/26
20	Final Completion	03/06/26	0 days	03/06/26
21	– Submittals & Procurement	01/03/25	45 days	03/06/25
22	Submittals - Long Lead Items	01/03/25	15 days	01/23/25
23	Procure - Light Fixtures	01/24/25	30 days	03/06/25
24	– Area A	01/17/25	76 days	05/02/25
25	– Selective Demo	01/17/25	18 days	02/11/25
26	Safe-Off	01/17/25	3 days	01/21/25
27	Ceiling Tiles	01/22/25	2 days	01/23/25
28	Light Fixtures	01/24/25	3 days	01/28/25
29	HVAC Demo	01/29/25	2 days	01/30/25
30	Flooring & Base	01/31/25	3 days	02/04/25
31	Sinks & Casework	02/05/25	3 days	02/07/25
32	FA Smokes	02/05/25	1 day	02/05/25
33	Restroom Accessibility	02/06/25	4 days	02/11/25



General
Parent Activity
Child Activity
Baseline
(+# days) Delay
Milestone

Links

Status
Completed
Overdue
Ahead
Uninitiated

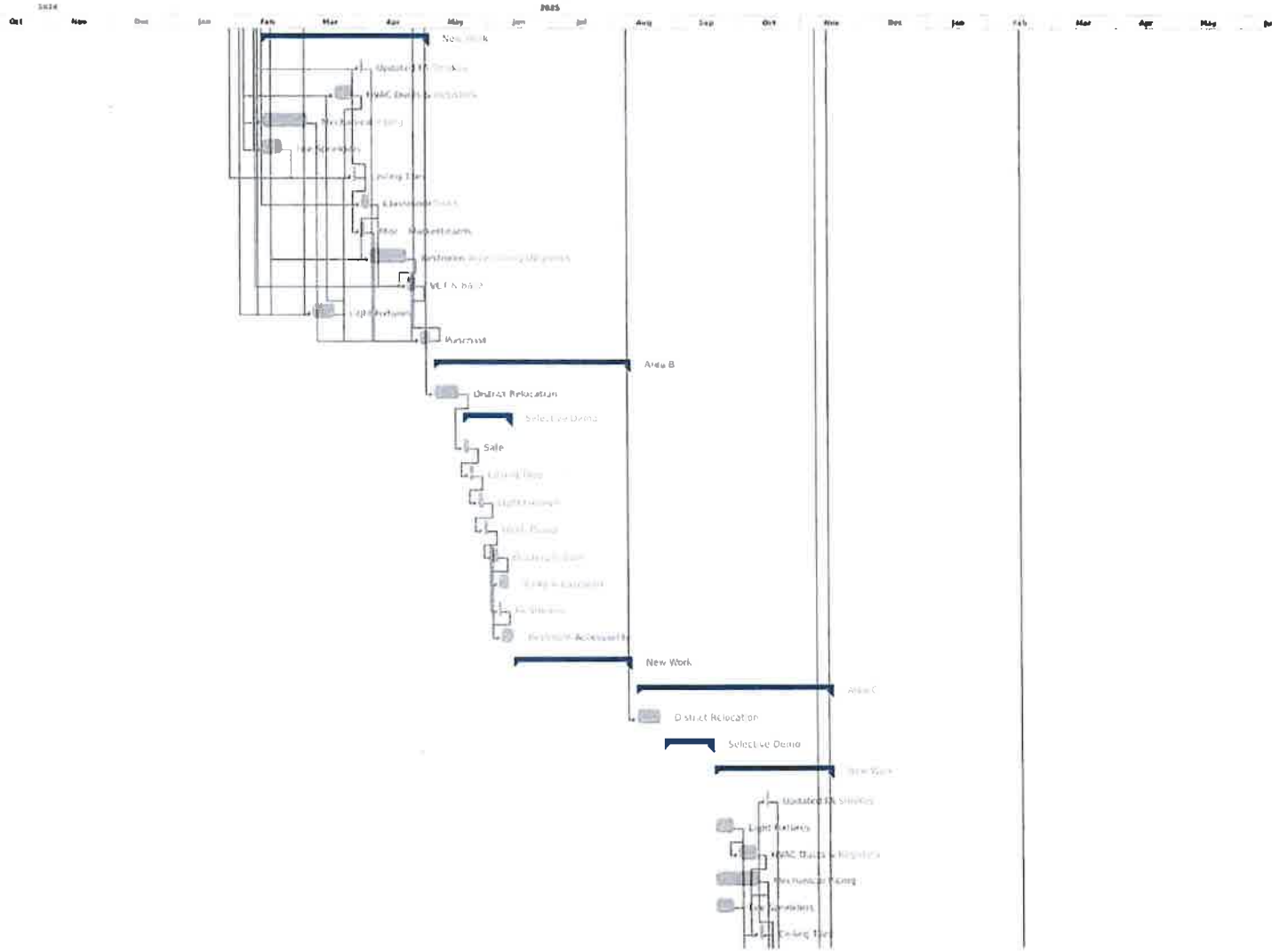
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Outbuild

VIOLA CONSTRUCTORS

McAuliffe ES Modernization
RFP Schedule

ID	Activity	Start	Duration	End
34	– **New Work**	02/12/25	58 days	05/02/25
35	Updated FA Smokes	03/31/25	1 day	03/31/25
36	HVAC Ducts & Registers	03/18/25	7 days	03/26/25
37	Mechanical Piping	02/12/25	15 days	03/04/25
38	Fire Sprinklers	02/12/25	7 days	02/20/25
39	Ceiling Tiles	03/27/25	2 days	03/28/25
40	Classroom Sinks	03/31/25	4 days	04/03/25
41	Misc - Markerboards	03/31/25	2 days	04/01/25
42	Restroom Accessibility Upg	04/04/25	12 days	04/21/25
43	VCT & Base	04/22/25	4 days	04/25/25
44	Light Fixtures	03/07/25	7 days	03/17/25
45	Punchlist	04/28/25	5 days	05/02/25
46	– **Area B**	05/05/25	70 days	08/08/25
47	District Relocation	05/05/25	10 days	05/16/25
48	– **Selective Demo**	05/19/25	18 days	06/11/25
49	Safe-Off	05/19/25	3 days	05/21/25
50	Ceiling Tiles	05/22/25	2 days	05/23/25
51	Light Fixtures	05/26/25	3 days	05/28/25
52	HVAC Demo	05/29/25	2 days	05/30/25
53	Flooring & Base	06/02/25	3 days	06/04/25
54	Sinks & Casework	06/05/25	3 days	06/09/25
55	FA Smokes	06/05/25	1 day	06/05/25
56	Restroom Accessibility	06/06/25	4 days	06/11/25
57	⌄ **New Work**	06/12/25	42 days	08/08/25
69	– **Area C**	08/11/25	70 days	11/14/25
70	District Relocation	08/11/25	10 days	08/22/25
71	⌄ **Selective Demo**	08/25/25	18 days	09/17/25
80	– **New Work**	09/18/25	42 days	11/14/25
81	Updated FA Smokes	10/13/25	1 day	10/13/25
82	Light Fixtures	09/18/25	7 days	09/26/25
83	**HVAC Ducts & Registers**	09/29/25	7 days	10/07/25
84	Mechanical Piping	09/18/25	15 days	10/08/25
85	Fire Sprinklers	09/18/25	7 days	09/26/25
86	Ceiling Tiles	10/09/25	2 days	10/10/25



General
Parent Activity
Child Activity
Baseline
(+# days) Delay
Milestone
Links

Status
Completed
Overdue
Ahead
Uninitiated

Outbuild

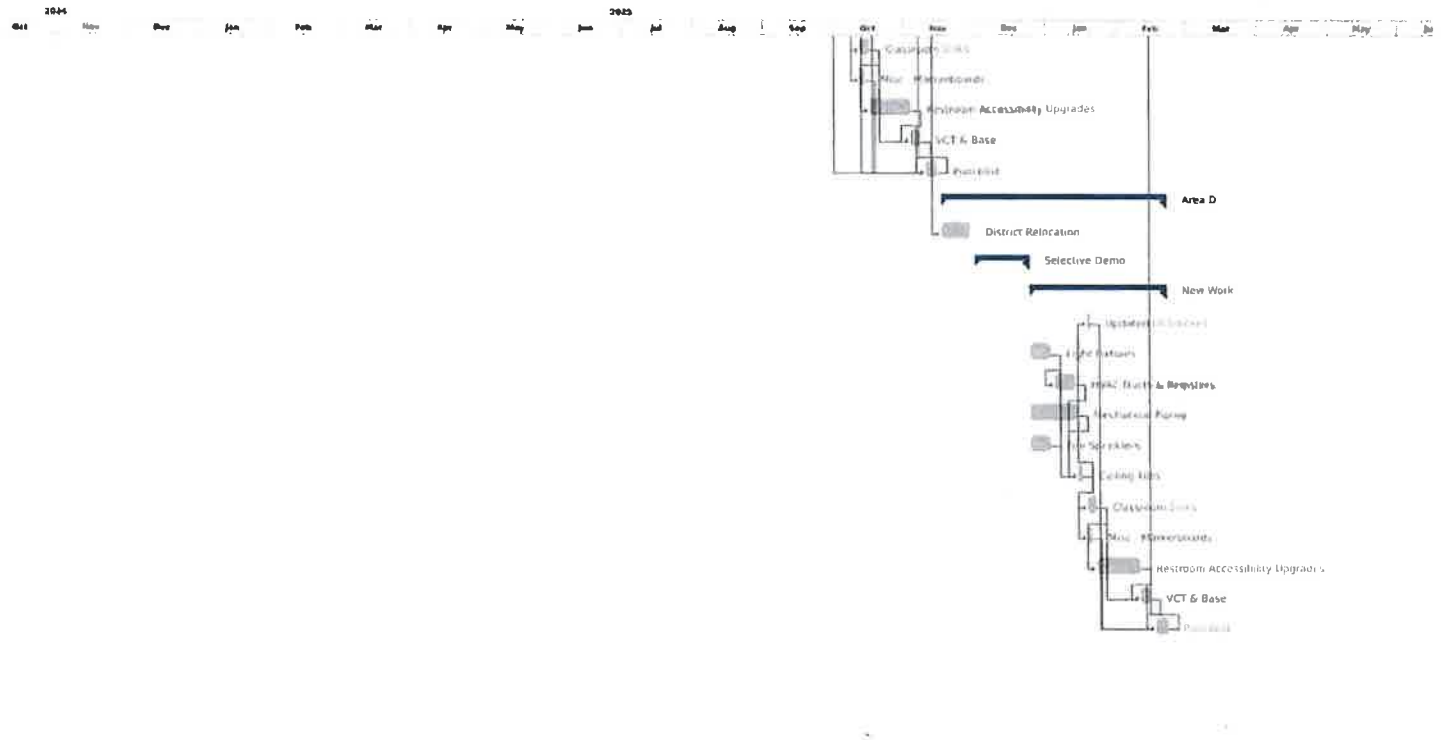
Printed on: 08/21/24

1066

VIOLA INC CONSTRUCTORS

McAuliffe ES Modernization
RFP Schedule

ID	Activity	Start	Duration	End
87	Classroom Sinks	10/13/25	4 days	10/16/25
88	Misc - Markerboards	10/13/25	2 days	10/14/25
89	Restroom Accessibility Upgra	10/17/25	12 days	11/03/25
90	VCT & Base	11/04/25	4 days	11/07/25
91	Punchlist	11/10/25	5 days	11/14/25
92	**– Area D**	**11/17/25**	**70 days**	**02/20/26**
93	District Relocation	11/17/25	10 days	11/28/25
94	**– Selective Demo**	**12/01/25**	**18 days**	**12/24/25**
103	**– New Work**	**12/25/25**	**42 days**	**02/20/26**
104	Updated FA Smokes	01/19/26	1 day	01/19/26
105	Light Fixtures	12/25/25	7 days	01/02/26
106	HVAC Ducts & Registers	01/05/26	7 days	01/13/26
107	Mechanical Piping	12/25/25	15 days	01/14/26
108	Fire Sprinklers	12/25/25	7 days	01/02/26
109	Ceiling Tiles	01/15/26	2 days	01/16/26
110	Classroom Sinks	01/19/26	4 days	01/22/26
111	Misc - Markerboards	01/19/26	2 days	01/20/26
112	Restroom Accessibility Upgra	01/23/26	12 days	02/09/26
113	VCT & Base	02/10/26	4 days	02/13/26
114	Punchlist	02/16/26	5 days	02/20/26



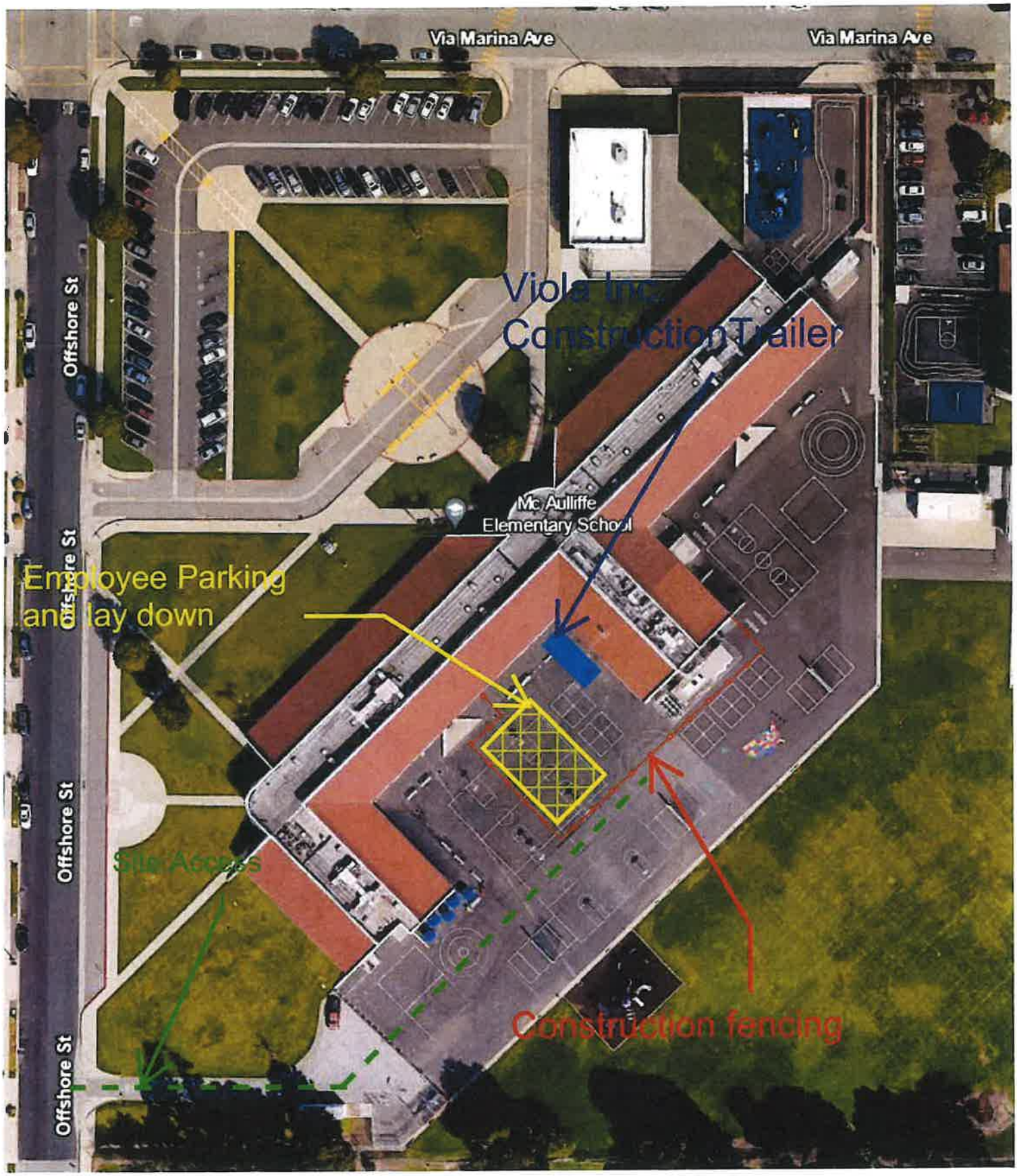
Outbuild

General
Parent Activity
Child Activity
Baseline
(+# days) Delay
Milestone

Links

Status
Completed
Overdue
Ahead
Uninitiated

Printed on: 08/21/24


Via Marina Ave
Via Marina Ave
Offshore St
Offshore St
Offshore St
Offshore St
Viola Inc.
Construction Trailer
Mc Aulliffe
Elementary School
Employee Parking
and lay down
Site Access
Construction fencing

VIOLA inc CONSTRUCTORS 75 Years of Success

MCAuliffe ES Conceptual Budget Estimate 8-21-24

	Scope of Work Descrip	Reference	Comment	Qnty	Unit	Unit Price	Subtotal	Total	Notes
	Summary						% of Project		
0100	General Conditions				SF			$ 855,000.00	
01720	Field Engineering (Survey)				SF			$ 15,000.00	
02200	Demolition				SF			$ 441,727.00	
02300	Earthwork				SF			$ -	
02500	Underground Utilities				SF			$ -	
02600	A/C Paving				SF			$ -	
02700	Pavement Marking & Bumpers				SF			$ -	
02820	Fences & Gates				SF			$ -	
02900	Landscape & Irrigation				SF			$ -	
03300	Cast In Place Concrete (Bldg)				SF			$ 50,000.00	
03400	Precast Concrete				SF			$ -	
02775	Site Concrete				SF			$ -	
04200	Masonry				SF			$ -	
05100	Structural Steel				SF			$ -	
05500	Metal Fabrication				SF			$ 8,000.00	
06610	Misc. Caprentry - M&T				SF			$ 125,000.00	
06600	Rough Carpentry (Framing)							$ -	
06620	Architectural Woodwork				SF			$ 18,000.00	
07300	Building Insulation				SF			$ 3,500.00	
07400	Membrane/Built-up Roofing				SF			$ -	
07600	Sheet Metal Flashing & Trim				SF			$ -	
07500	Metal Roofing & Sidings				SF			$ -	
07920	Joint Sealants				SF			$ -	
07800	Fireproofing				SF			$ 25,000.00	
08100	Doors, Frames & Hardware				SF			$ 7,000.00	
08400	Storefront, Glass & Glazing				SF			$ 65,000.00	
09100	Lath & Plaster				SF			$ -	
09200	Drywall				SF			$ 200,000.00	
09300	Ceramic Tile				SF			$ 50,000.00	
09500	Acoustical Ceilings				SF			$ 237,853.00	
09400	Flooring (Carpet & Resilient)				SF			$ 611,622.00	
09700	Painting, Coatings & Wall Coverings				SF			$ 93,442.25	
10200	Signage				SF			$ 20,000.00	
10150	Toilet Partitions & Accessories				SF			$ 75,000.00	
114000	Food Service Equipment				SF			$ -	
12490	Window Coverings				SF			$ -	
15300	Fire Sprinkler System				SF			$ 56,510.00	
15400	Plumbing				SF			$ 679,580.00	
15500	HVAC				SF			$ 1,019,370.00	
16000	Electrical				SF			$ 645,601.00	
16400	Comm & Low Voltage				SF			$ -	
16720	Fire Alarm				SF			$ 509,685.00	
	Subtotal Building Construction Costs			0		$ -		$ 5,811,890.25	

CONSTRUCTION COSTS			
Building Construction Costs	$ 5,811,890.25		
Subtotal - Construction Direct Costs			
Performance & Payment Bond	$ 54,631.77		
Liability Insurance	$ 58,118.90		
Course of Construction Insurance	$ 116,237.81		
Overhead and Profit	$ 348,713.42		
Construction Contingency	$ -		
Construction costs, Bond, Insurance, Overhead and		$ 6,389,592.14	
TOTAL GC CONSTRUCTION COSTS		$ 6,389,592.14	
Alternates			

VIOLA inc CONSTRUCTORS 75 Years of Success

Summary of Trade Activities

	Description	Reference	Comment	Qnty	Unit	Unit Price	Subtotal	Total	Notes
11000	General Conditions								
				15	mths	$ 57,000.00	$ 855,000.00		
							$ -		
							$ -		
	TOTAL General Conditions							$ 855,000.00	
01720	Field Engineering (Survey)								
	Layout and coordination			1	ls	$ 15,000.00	$ 15,000.00		
							$ -		
							$ -		
	TOTAL Field Engineering (Survey)							$ 15,000.00	
02200	Demolition								
1	Selective demolition			12222	sqft	$ 13.00	$ 158,886.00		
2	Selective demolition			4056	sqft	$ 13.00	$ 52,728.00		
3	Selective demolition			11977	sqft	$ 13.00	$ 155,701.00		
4	Selective demolition			5724	sqft	$ 13.00	$ 74,412.00		
	TOTAL Demolition							$ 441,727.00	
02300	Earthwork								
				0	sqft	$ -	$ -		
				0	ls	$ -	$ -		
				0	ls	$ -	$ -		
	TOTAL Earthwork							$ -	
02500	Underground Utilities								
				0	sqft	$ -	$ -		
				0	sqft	$ -	$ -		
							$ -		
	Underground Utilities							$ -	
02600	A/C Paving								
				0	ls	$ -	$ -		
							$ -		
							$ -		
	TOTAL A/C Paving							$ -	
02700	Pavement Marking & Bumpers								
							$ -		
							$ -		
							$ -		
	TOTAL Pavement Marking & Bumpers							$ -	
02820	Fences & Gates								
							$ -		
							$ -		
							$ -		
	TOTAL Fences & Gates							$ -	
02900	Landscape & Irrigation								
							$ -		
							$ -		
							$ -		
	TOTAL Landscape & Irrigation							$ -	
03300	Cast In Place Concrete (Bldg)								
				2000	sqft	$ 25.00	$ 50,000.00		
							$ -		
							$ -		
	TOTAL Cast In Place Concrete (Bldg)							$ 50,000.00	
03400	Precast Concrete								
							$ -		
							$ -		
							$ -		
	TOTAL Precast Concrete							$ -	
02775	Site Concrete								
							$ -		
				0	sqft	$ -	$ -		
							$ -		
	TOTAL Site Concrete							$ -	
04200	Masonry								
							$ -		
							$ -		
							$ -		
	TOTAL Masonry							$ -	
05100	Structural Steel								
							$ -		
							$ -		
							$ -		
	TOTAL Structural Steel							$ -	
05500	Metal Fabrication								
	Handrails for Drinking fountains			4	ea	$ 2,000.00	$ 8,000.00		
							$ -		
							$ -		
	TOTAL Metal Fabrication							$ 8,000.00	

06610	Misc Carpentry - M&T							
	Miscellaneous blocking and framing	1	ls	$ 125,000.00	$ 125,000.00			
					$ -			
					$ -			
	TOTAL Misc Carpentry - M&T					$ 125,000.00		
06600	Rough Carpentry (Framing)							
	Reframe accessible doorways	0	ea	$ 4,000.00	$ -			
					$ -			
					$ -			
	TOTAL Rough Carpentry					$ -		
06620	Architectural Woodwork							
	New Casework/Cabinet Shelving	12	ea	$ 1,500.00	$ 18,000.00			
					$ -			
					$ -			
	TOTAL Architectural Woodwork					$ 18,000.00		
07300	Building Insulation							
	Insulation allowance new door walls	7	ea	$ 500.00	$ 3,500.00			
					$ -			
					$ -			
	TOTAL Building Insulation					$ 3,500.00		
07400	Membrane/Built-up Roofing							
					$ -			
					$ -			
					$ -			
	TOTAL Membrane/Built-up Roofing					$ -		
07600	Sheet Metal Flashing & Trim							
					$ -			
					$ -			
					$ -			
	TOTAL Sheet Metal Flashing & Trim					$ -		
07500	Metal Roofing & Sidings							
					$ -			
					$ -			
					$ -			
	TOTAL Metal Roofing & Sidings					$ -		
07920	Joint Sealants							
					$ -			
					$ -			
					$ -			
	TOTAL Joint Sealants					$ -		
07800	Fireproofing							
	Firestop penetrations	1	ls	$ 25,000.00	$ 25,000.00			
					$ -			
					$ -			
	TOTAL Fireproofing					$ 25,000.00		
08100	Doors, Frames & Hardware							
	Accessible door frames and hardware	2	ea	$ 3,500.00	$ 7,000.00			
					$ -			
	TOTAL Doors, Frames & Hardware					$ 7,000.00		
08400	Storefront, Glass & Glazing							
	171 A, 171B	1	ls	$ 65,000.00	$ 65,000.00			
					$ -			
					$ -			
	TOTAL Sotrefront, Glass & Glazing					$ 65,000.00		
09100	Lath & Plaster							
					$ -			
					$ -			
					$ -			
	TOTAL Lath & Plaster					$ -		
09200	Drywall							
	Gypsum drywall repairs	1	ls	$ 200,000.00	$ 200,000.00			
	Replace vinyl covered drywall	0	sqft	$ 25.00	$ -			
					$ -			
	TOTAL Drywall					$ 200,000.00		
09300	Ceramic Tile							
	ADA restroom upgrades 123, 125	1	ls	$ 30,000.00	$ 30,000.00			
	ADA restroom upgrades 198, 1100	1	ls	$ 20,000.00	$ 20,000.00			
	TOTAL Ceramic Tile					$ 50,000.00		
09500	Acoustical Ceilings							
1	Ceiling tiles	12222	sqft	$ 7.00	$ 85,554.00			
2	Ceiling tiles	4056	sqft	$ 7.00	$ 28,392.00			
3	Ceiling tiles	11977	sqft	$ 7.00	$ 83,839.00			
4	Ceiling tiles	5724	sqft	$ 7.00	$ 40,068.00			
	TOTAL Acoustical Ceilings					$ 237,853.00		
09900	Painting Coatings and wall coverings							
1	Paint touchup	12222	sqft	$ 2.75	$ 33,610.50			
2	Paint touchup	4056	sqft	$ 2.75	$ 11,154.00			

3	Paint touchup			11977	sqft	$ 2.75	$ 32,936.75		
4	Paint touchup			5724	sqft	$ 2.75	$ 15,741.00		
								$ 93,442.25	
09400	Flooring (Carpet & Resilient)								
1	Flooring			12222	sqft	$ 18.00	$ 219,996.00		
2	Flooring			4056	sqft	$ 18.00	$ 73,008.00		
3	Flooring			11977	sqft	$ 18.00	$ 215,586.00		
4	Flooring			5724	sqft	$ 18.00	$ 103,032.00		
	TOTAL Flooring and Carpet							$ 611,622.00	
10200	Signage								
	New ADA Signage			1	ls	$ 20,000.00	$ 20,000.00		
	TOTAL Signage							$ 20,000.00	
10150	Toilet Partitions & Accessories								
	ADA restroom upgrades 107, 109			1	ls	$ 25,000.00	$ 25,000.00		
	ADA restroom upgrades 165, 163			1	ls	$ 25,000.00	$ 25,000.00		
	ADA restroom upgrades 193, 195			1	ls	$ 25,000.00	$ 25,000.00		
	TOTAL Toilet Partitions & Accessories							$ 75,000.00	
	Food Service Equipment								
							$ -		
							$ -		
							$ -		
	TOTAL Food Service Equipment							$ -	
12490	Window Coverings								
							$ -		
							$ -		
							$ -		
	TOTAL Window Coverings							$ -	
15300	Fire Sprinkler								
1	Fire Sprinkler			12222	sqft	$ 2.00	$ 24,444.00		
2	Fire Sprinkler			4056	sqft	$ 2.00	$ 8,112.00		
3	Fire Sprinkler			11977	sqft	$ 2.00	$ 23,954.00		
4	Fire Sprinkler			5724	sqft	$ 2.00	$ 11,448.00		
	TOTAL Fire Sprinkler System							$ 56,510.00	
15400	Plumbing								
1	Plumbing			12222	sqft	$ 20.00	$ 244,440.00		
2	Plumbing			4056	sqft	$ 20.00	$ 81,120.00		
3	Plumbing			11977	sqft	$ 20.00	$ 239,540.00		
4	Plumbing			5724	sqft	$ 20.00	$ 114,480.00		
	TOTAL Plumbing							$ 679,580.00	
15500	HVAC								
1	HVAC work			12222	sqft	$ 30.00	$ 366,660.00		
2	HVAC work			4056	sqft	$ 30.00	$ 121,680.00		
3	HVAC work			11977	sqft	$ 30.00	$ 359,310.00		
4	HVAC work			5724	sqft	$ 30.00	$ 171,720.00		
	TOTAL HVAC							$ 1,019,370.00	
16000	Electrical								
1	Electrical			12222	sqft	$ 19.00	$ 232,218.00		
2	Electrical			4056	sqft	$ 19.00	$ 77,064.00		
3	Electrical			11977	sqft	$ 19.00	$ 227,563.00		
4	Electrical			5724	sqft	$ 19.00	$ 108,756.00		
	TOTAL Electrical							$ 645,601.00	
16400	Comm & Low Voltage								
1	Communications low voltage			12222	sqft	$ 15.00	$ 183,330.00		
2	Communications low voltage			4056	sqft	$ 15.00	$ 60,840.00		
3	Communications low voltage			11977	sqft	$ 15.00	$ 179,655.00		
4	Communications low voltage			5724	sqft	$ 15.00	$ 85,860.00		
	TOTAL Fire Alarm							$ 509,685.00	
	Total Building Construction Costs							$ 5,811,890.25	

McAuliffe Elementary School Preconstruction Budget

Description	Rates
Director of LLB Operations	$ 160.00
Project Manager	$ 150.00
Project Superintendent	$ 130.00
Project Engineer	$ 75.00
Jobsite Foreman	$ 120.00
Administrative Assistant	$ 65.00
Estimator	$ 105.00

	Hrs	Rate	Cost	
Design Review				
Existing Site Conditons Review	0	$ 160.00	$ -	
	8	$ 150.00	$ 1,200.00	
	16	$ 75.00	$ 1,200.00	$ 2,400.00
Schematic Estimate	0	$ 160.00	$ -	
	0	$ 105.00	$ -	
	0	$ 65.00	$ -	$ -
Design Development Estimate	0	$ 160.00	$ -	
	0	$ 105.00	$ -	
	0	$ 65.00	$ -	$ -
Construction Document Estimate	10	$ 160.00	$ 1,600.00	
	10	$ 150.00	$ 1,500.00	
	0	$ 65.00	$ -	$ 3,100.00
Constructibility Review	20	$ 160.00	$ 3,200.00	
	0	$ 150.00	$ -	
	0	$ 75.00	$ -	$ 3,200.00
Value Engineering	6	$ 160.00	$ 960.00	
	2	$ 150.00	$ 300.00	
	0	$ 75.00	$ -	$ 1,260.00
BIM & Conflict Avoidance	0	$ 160.00	$ -	
	0	$ 150.00	$ -	
	0	$ 75.00	$ -	
Construction Scheduling	0	$ 160.00	$ -	
	0	$ 150.00	$ -	
	0	$ 75.00	$ -	$ -
Development of GMP	24	$ 160.00	$ 3,840.00	
	8	$ 150.00	$ 1,200.00	
	8	$ 75.00	$ 600.00	$ 5,640.00
Meeting Attendance	6	$ 160.00	$ 960.00	
	2	$ 150.00	$ 300.00	
	6	$ 75.00	$ 450.00	$ 1,710.00
Total	**126**		**$ 17,310.00**	

Not for Distribution
Proprietary Data of Viola, Inc.

TRAVELERS

Travelers Bond
& Specialty Insurance

(909) 612-3270
jehlers@travelers.com

21688 Gateway Center Dr.
Diamond Bar, CA, 91765

10/02/2023

Re: Viola, Inc. - Bond pre-qualification

To Whom It May Concern:

Travelers Casualty and Surety Company of America ("Travelers")[1] is privileged to have worked with Viola, Inc. for over 20 years.

It is our opinion that Viola, Inc. is qualified to perform projects within the parameters of a $60,000,000 single / $100,000,000 aggregate work program. At their request, we will give favorable consideration to providing any required performance and payment bonds.

Please note that any decision to issue performance and payment bonds is a matter between Viola, Inc. and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract terms, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Jodie L. Doner
Attorney in Fact
TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

[1] Travelers is an A++ (Superior) A.M. Best rated insurance company (Financial Size Category XV ($2 billion or more)).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

State of: California

County of Ventura

On 10/2/2023 before me, Jessica Blanchard, Notary Public,

personally appeared Jodie Doner

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of The State of California that the foregoing paragraph is true and correct.

JESSICA BLANCHARD
Notary Public - California
Ventura County
Commission # 2392058
My Comm. Expires Jan 29, 2026

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐INDIVIDUAL

☐CORPORATE OFFICER

TITLES(S)

☐PARTNERS ☐LIMITED ☐GENERAL

☒ATTORNEY-IN-FACT

☐TRUSTEE(S)

☐GUARDIAN/CONSERVATOR

☐OTHER

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jodie L Doner** of **VENTURA**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd day of October, 2023.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/14/2024

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

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

PRODUCER
AssuredPartners of California Ins Services, LLC
196 S. Fir Street
P.O. Box 1388
Ventura CA 93002-1388

CONTACT NAME: Ariana Olvera
PHONE (A/C, No, Ext): (805) 585-6120 FAX (A/C, No): (805) 585-6120
E-MAIL ADDRESS: ariana.olvera@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Fire Ins Co	21121
INSURER B : Vantapro Specialty Insurance Company	44768
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Viola, Inc.
P. O. Box 5624
Oxnard CA 93031-5624

COVERAGES **CERTIFICATE NUMBER:** 24/25 GL/AU/XS/SAM/ **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] OWNERS & CONTRACTORS [ ] PROTECTIVE GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	G22012782 019	04/01/2024	04/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	5087-1353-00	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			G74268390 002	04/01/2024	04/01/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	SEXUAL MOLESTATION & ABUSE/ PROFESSIONAL LIABILITY			G22012782 019	04/01/2024	04/01/2025	EACH OCCURRENCE AGGREGATE	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Preconstruction and Construction Services for McAuliffe Elementary School Modernization Project. GL/AU: Certificate Holders, its Officers, Agents, Directors, Employees, and/or Volunteers are Additional Insured as respects to referenced project per forms (GL) CG20101185 and (AU) SA00039000118. This Insurance is Primary & Non-Contributory to any other Insurance per forms (GL) GLE00070196 and (AU) SA00039000118. A Waiver of Subrogation is added in favor of the Additional Insured per forms (GL) CG24040509 and (AU) CA04441013. Endorsements apply only as required by current written contract on file. **GL: EXCLUDES ALL WRAP/OCIP PROJECTS

CERTIFICATE HOLDER

Oxnard School District
Attn: Purchasing District
1051 South A Street
Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Viola Inc

Endorsement Effective Date: 4/1/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "accident", occurrence, loss, injury or damage

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

As required by written contract signed by both parties prior to loss.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

Any prior or ongoing operation(s) where you participated in a consolidated (wrap-up) insurance program.

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

The following exclusion is added to paragraph **2.**, Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section **I** – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

(1) Provides coverage identical to that provided by this Coverage Part;

(2) Has limits adequate to cover all claims; or

(3) Remains in effect.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
As required by written contract signed by both parties prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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Named Insured			Endorsement Number
Viola, Inc.; M & T Concrete, Inc.			
Policy Symbol GLW	Policy Number G22012782 019	Policy Period 04/01/2024 TO 04/01/2025	Effective Date of Endorsement 04/01/2024
Insured By (Name of Insurance Company) Westchester Fire Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY

Paragraph 4.c. is deleted in its entirety and replaced by the following:

c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

1. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, paragraph **A. Coverage**, paragraph **1. Who Is An Insured**, is amended by adding the following:

(1) Any person or organization with respect to the operation, maintenance or use of a covered "auto" covered under this policy, provided that you and such person or organization have agreed in a written contract or agreement, to add such person or organization to this policy as an "insured".

However, such person or organization is and "insured":

a. Only with respect to the operation, maintenance or use of a covered "auto" covered under this policy;
b. Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement and during the policy period; and
c. Only for the duration of the contract or agreement.

(2) How Limits Apply – The most we will pay on behalf of an additional insured is the lesser of:

a. The limits of insurance specified in the written contract or agreement between you and the person or organization you agreed to add as and additional insured; or
b. The Limits of Insurance shown in the Declarations.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance – If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent you have agreed in a written contract or agreement with the additional insured that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties In the Event Of An Accident, Claim, Suit Or Loss – If you have agreed in a written contract or agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **A. Loss Conditions**, paragraph **2. Duties In the Event Of An Accident, Claim, Suit Or Loss**, in the same manner as the Named Insured.

2. HIRED AUTO PHYSICAL DAMAGE COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph **A. Coverage**, paragraph **4. Coverage Extensions**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto"

you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit, deductible and conditions:

(1) The most we will pay for "loss" to any hired "auto" is:

a. $50,000; or
b. The actual cash value of the damaged or stolen property at the time of the "loss"; or
c. The cost of repairing or replacing the damaged or stolen property with other property of like kind,

whichever is smallest, minus a deductible.

(2) The deductible will be equal to the largest deductible applicable to any owned "auto" for Physical Damage Coverage.

(3) Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Subject to the above limit, deductible, and excess provisions, we will provide that Physical Damage Coverage applicable to any covered "auto" you own.

(5) Subject to a maximum of $1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable, and the lessor incurs and actual financial loss.

(6) This coverage extension does not apply to:

a. Any "auto" that is hired, rented or borrowed with a driver;
b. Any "auto" you hire or borrow from any of your "employees" or members of their household;
c. Any "auto" you hire or borrow from any of your partners or members of their household (if you are a partnership); or
d. Any "auto" you hire or borrow from any of your members or members of their household (if you are a limited liability company).

3. TOWING AND LABOR

A. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph **A. Coverage**, paragraph **2. Towing**, is deleted in its entirety and replaced with the following:

We will pay towing and labor costs you have incurred, up to the limits shown below, for each classification of covered "auto" shown below, each time a covered "auto" classified below is disabled:

(1) For private passenger type vehicles, we will pay up to $50.00 per disablement.

(2) For "light trucks", we will pay up to $75.00 per disablement. "Light trucks" are trucks that have a gross vehicle weight of 10,000 pounds or less.

However, the labor must be performed at the place of disablement.

4. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph **B. Exclusions**, paragraph **3** is amended by adding the following:

This exclusion does not apply to the accidental discharge of an airbag.

Any insurance we provide for "loss" relating to the accidental discharge of an airbag shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty.

5. LOAN/LEASE GAP COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVERAGE is amended by adding the following:

In the event of a "total loss" to a covered "auto" owned or leased by you we will pay your additional legal obligation for any difference between the actual cash value of the covered "auto" at the time of "loss" and the "outstanding balance" of the loan or lease.

As used in this provision "outstanding balance" means the amount you owe under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of the following:

a. Overdue payments and financial penalties associated with those payments at the time of "loss";
b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
c. Security deposits not refunded by the lessor;
d. Cost for Extended Warranties and additional protections such as but not limited to Credit Life, Health, Accident or Disability Insurance purchased with the lease or loan;
e. Carryover, transfer or rollover balances from previous loans or leases;
f. Any amount representing taxes;
g. Loan or lease termination fees;
h. The dollar amount of any unrepaired damage that that occurred prior to the "total loss" of a covered "auto";
i. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto"; and
j. Final payment under a "balloon loan".

As used in this provision a "balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final *payment.*

B. For the purposes of this Loan/Lease Gap Coverage provision**, SECTION V – DEFINITIONS** is amended by adding the following Definitions:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value at the time of "loss".

A "balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

6. EXTENDED CANCELLATION CONDITION

A. COMMON POLICY CONDITIONS, paragraph **A. – Cancellation** condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days' prior notice of cancellation.

7. VEHICLE WRAP COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph **A. Coverage, 4. Coverage Extensions**, is amended by adding the following:

In the event of a "total loss" to a covered "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, we will pay up to $1,000.00 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of "total loss". Regardless of the number of autos deemed a "total loss", the most we will pay under this coverage extension for any one "loss" is $5,000.00. For the purposes of this coverage extension, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

B. For the purposes of this Vehicle Wrap Coverage provision, **SECTION V – DEFINITIONS** is amended by adding the following Definitions:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value at the time of "loss".

8. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph **B. Exclusions**, subparagraphs **5.a.** and **5.b.** are deleted and replaced with the following:

Exclusions **4.c** and **4.d** do not apply to electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by the use of power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

B. For the purposes of this Audio, Visual and Data Electronic Equipment Coverage provision, **SECTION III – PHYSICAL DAMAGE COVERAGE**, paragraph **B. Exclusions**, Paragraph **5** is amended by adding the following:

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a $100.00 deductible.

All other terms and conditions of the policy remain unchanged.

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Consent Agenda

Ratification of Change Order #1 to Agreement #25-104 with Perfection Painting Corp. - Portable Classroom Repair Project 2025 - Sierra Linda School (Pifko/Bennett)

On June 18, 2025, the Board of Trustees approved the award of Informal Bid #24-INF-01 and Agreement #25-104 with Perfection Painting Corp. for the Sierra Linda Portable Painting Project, which included siding replacement, wood rot repair, and painting for seven portable classrooms.

Change Order #1, in the amount of $35,000.00, is required in order to address unforeseen wood rot damage and additional material needs for portable units 1002–1004 identified after work commenced.

FISCAL IMPACT:
$35,000.00 – Deferred Maintenance Funds

RECOMMENDATION:
It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business and Fiscal Services that the Board of Trustees ratify Change Order #1 to Agreement #25-104 with Perfection Painting Corp.

ADDITIONAL MATERIALS:

Attached: Change Order #1 (4 Pages)
Agreement #25-104, Perfection Painting Corp (15 Pages)

CHANGE ORDER

Date: 11/05/2025

CHANGE ORDER NO. 1

PROJECT: **Portable Classroom Repair Project 2025 – Sierra Linda School**

O.S.D. BID No. 24-INF-01
O.S.D. Agreement No. 25-104

OWNER: **Oxnard School District**
1051 South A Street
Oxnard, CA. 93030

ARCHITECT:

CONTRACTOR: Perfection Painting Corp
24820 Orchard Village, Ste A #310,
Santa Clarita, CA 91355

Attn: Carlos Zarate, Project Manager

Architects Proj. No.:
D.S.A. File No.:
D.S.A. App. No.:

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

ORIGINAL CONTRACT SUM.....**$** 91,000.00

NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....**$** 0.00

ADJUSTED CONTRACT SUM.....**$** 91,000.00

NET CHANGE - **$** 35,000.00

Total Change Orders to Date: .....**$** 35,000.00

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 1.....**$** 126,000.00

Commencement Date: ..... July 23, 2025
Original Completion Date: ..... August 15, 2025
Original Contract Time: ..... 53 Calendar Days
Time Extension for all Previous Change Orders: ..... 0 Calendar Days
Time Extension for this Change Order: ..... 0 Calendar Days
Adjusted Completion Date: ..... August 15, 2025

Percentage 0%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Demo and install new sill plate (approx 234 lft)	x			
2.	Demo and install new subfloor (approx 465 sqft)	x			
3.	Materials for Sierra Linda Portables	x			
4.					
5.					
6.					
	Totals	$35,000.00			

Total Change Order No 1……$ 35,000.00

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR

APPROVAL (REQUIRED):

ARCHITECT: _____ **DATE:** _____

CONTRACTOR: _____ **DATE:** _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____ **DATE:** _____

DIR. OF FACILITIES: _____ **DATE:** _____

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:** _____

ASST. SUPT./PURCHASING DIRECTOR: _____ **DATE:** _____

DSA APPROVAL **DATE:** _____

PERFECTION PAINTING CORP
24820 ORCHARD VILLAGE STE A #310 SANTA CLARITA, CA 91355
perfectionptgco@gmail.com (661) 234-1957

REVISED PROPOSAL

10/09/2025
CSLB#1091363
CLASS: B, C-33
DIR #1000951947

To: Oxnard School District

Marcos Lopez Senior Manager, *Maintenance & Operations*

1055 S. "C" Street Oxnard, CA 93030

m6lopez@oxnardsd.org

Sierra Linda Schools
Portables Sill plate and Subfloor Replacement

We propose to:

- Demo and install new (approx. 234 lft) of sill plate at Sierra Linda School Portable Classroom #1, 2, and 3.
- Demo and install new (approx. 465 sqft) subfloor at Sierra Linda School Portable Classroom #1, 2, and 3.
- Materials for Sierra Linda portable classrooms.

All our work includes one (1) year limited warranty.

Perfection Painting Corp materials will meet applicable building codes and district specifications.

Work Schedule

Perfection Painting Corp will collaborate and coordinate with Owner to ensure a good time to commence our work schedule.

Cleanup

Perfection Painting Corp will remove rubbish, debris, and waste materials and legally dispose of the Project site.

PERFECTION PAINTING CORP
24820 ORCHARD VILLAGE STE A #310 SANTA CLARITA, CA 91355
perfectionptgco@gmail.com (661) 234-1957

Cost

Perfection Painting Corp is to complete in accordance with the above specifications, for the sum of

Total Cost Amount: **$ 35,000.00** [Thirty five thousand 00/100]

- **Taxes Included**

[END OF PROPOSAL]

ACCEPTANCE OF PROPOSAL
The above price, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. _____ _____ Signature Date

SERVICES AGREEMENT

R26-00939
Requisition Number

P26-00688
Purchase Order Number

25-104
Contract Number

This Services Agreement (the "Agreement") is made and entered into this 18th day of June, 2025 by and between Oxnard School District (hereinafter referred to as "District") and Perfection Painting Corp., (hereinafter referred to as "Provider.")

PROVIDER.

Perfection Painting Corp. Provider	661-234-1905 Telephone Number
24820 Orchard Village Ste, A #310 Street Address	 Fax Number
Santa Clarita, CA 91355 City, State, Zip code	perfectionptgco@gmail.com E-mail Address
38-4224281 Tax Identification or Social Security Number	1091363. License Number (if applicable)

A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").

B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS**. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

2. **NATURE OF RELATIONSHIP**. The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

   a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.

   b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES**. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

   Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on June 23, 20 25, and terminate on August 15, 20 25. 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 affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

   The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:

   a. Personal delivery;

   b. Overnight commercial courier;

   c. Certified or registered prepaid U.S. mail, return receipt requested; or

   d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (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:

Oxnard School District	Perfection Painting Corp.
District	Provider
Attn: Mark Bennett	Attn: Oscar Marquez
1051 South A Street	24820 Orchard Village Ste, A #310
Street	Street
Oxnard, CA 93030	Santa Clarita, CA 91355
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY**. Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

11. **ADDITIONAL WORK**. If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:

    a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.

    b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

    Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS**. Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

    Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- [x] Hazardous and toxic substances,
- [x] Hazardous waste,
- [x] Universal waste,
- [ ] Medical waste,
- [ ] Biological waste,
- [ ] Sharps waste.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**
Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION**. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE**. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	$ 1,000,000.00	$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

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:

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

f. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

g. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the district.

h. 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	Perfection Painting Corp.
District	Provider
By: Melissa Reyes	O Marquez
Signature	Signature
Melissa Reyes	Oscar Marquez
Name	Name
Director, Purchasing	RMO
Title	Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

PER BID #24-INF-01 AND AGREEMENT #25-104

WORK SCHEDULE:

START DATE: JUNE 23, 2025
END DATE: AUGUST 15, 2025

SCHEDULE OF FEES

FEES:

Compensation for Services	$ 91,000.00
Actual and Necessary Travel Expenses	$ 0.00
Other Expenses	$ 0.00
Total Amount not to Exceed	$ 91,000.00
Deposit	$ 0.00
Balance Due after Completion of Services	$ 0.00

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

PAYMENT SCHEDULE:

Pay Applications to be submitted monthly to Angela Duarte at aduarte@oxnardsd.org, and Marcos Lopez at m6lopez@oxnardsd.org. Net 30 terms.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: June 18, 2025

Provider: Perfection Painting Corp.

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.

OMarquez. Oscar Marquez | RMO
Name/ Title of Authorized Representative

06/25/2025
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.

Oscar Marquez | RMO
Name/ Title of Authorized Representative

OMarquez. 06/25/2025
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: DM

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Consent Agenda

Request for Approval of Out of State Conference Attendance (Pifko/Corona)

It is the recommendation of the Assistant Superintendent of Business and Fiscal Services, and the Director of Child Nutrition Services, that the Board of Trustees approve out of state conference attendance for Jason Corona, Director of Child Nutrition Services, to attend the 2026 Growing School Gardens Summit, February 19-22, 2026, in Phoenix, Arizona, in the amount not to exceed $2,300.00 to be paid from Child Nutrition Funds.

FISCAL IMPACT:
Not to exceed $2,300.00 for registration, travel, meals, and lodging, to be paid from Child Nutrition Funds.

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent of Business and Fiscal Services, and the Director of Child Nutrition Services, that the Board of Trustees approve out of state conference attendance for Jason Corona, Director of Child Nutrition Services, to attend the 2026 Growing School Gardens Summit, February 19-22, 2026, in Phoenix, Arizona, as outlined above.

ADDITIONAL MATERIALS:

Attached: Conference Information (10 pages)

SCHED Growing School Gardens Summit 2026

GROWING SCHOOL GARDENS SUMMIT

Register Schedule Speakers Attendees Search



From $550.00

Reserve Tickets

Recently active attendees



See all attendees →

Growing School Gardens Summit 2026

Join over 650 school garden leaders and educators from across the country at the **2026 Growing School Gardens Summit** to elevate the national school garden movement so that we can create vibrant school gardens for ALL children in the United States. As the only national summit entirely focused on school gardening, this gathering will unite garden educators, nutrition educators, and organizations interested in collective action to promote sustainable school gardens.

Created by the Sprouts Healthy Communities Foundation in collaboration with Life Lab and support from the School Garden Support Organization (SGSO) Network, the Summit will provide attendees with new knowledge, technical skills and resources, along with a feeling of being welcomed, nurtured and inspired.

Learn more About the Summit and our Planning Committees.

HOSTED BY

SPROUTS HEALTHY COMMUNITIES FOUNDATION

IN PARTNERSHIP WITH

LIFE LAB

SGSO NETWORK

SPROUTS HEALTHY COMMUNITIES FOUNDATION | GROWING SCHOOL GARDENS SUMMIT

(HTTPS://SCHOOLGARDENSUMMIT.ORG)

SUMMIT OVERVIEW

AGENDA AT A GLANCE

Thursday - February 19, 2026

- 7:00am to 2:30pm **Pre-Conference Trip** to School Garden Workshop at Tucson Unified and Sprouts House
- 11:00 Summit Registration Opens
- 2:45pm Welcome Reception

- Opening General Session
- **Dinner**
- Free Evening / Extra Curriculars

Friday - February 20, 2026

- Early Morning Exercise
- **Breakfast**
- General Session
- Thriving School Gardens Panels
- **Lunch**
- 75 Min. Workshops, Outdoor Lessons, Cooking Classrooms
- Affinity Groups
- **Dinner**
- DIY Networking

Saturday - February 21, 2026

- Early Morning Exercise
- **Breakfast**
- General Session
- Local Area Field Trips
- **Lunch**
- 75 Min. Workshops, Outdoor Lessons
- Networking / Walk & Talks
- **Dinner** Youth Chefs Reception
- Evening Entertainment

Sunday - February 22, 2026

- Early Morning Exercise
- **Breakfast**
- General Session
- 75 Min. Workshops, Outdoor Lessons
- Noon Departure

LIST OF SUMMIT SESSIONS

More to Come • Field Trips & Pre-Conference Offerings Posted Soon • Session Sign-ups Open in January • Times & Locations TBA

Sign up (/signup?iframe=yes&w=100%&sidebar=yes&bg=no) or Log in (/login?iframe=yes&w

Register (about?iframe=yes&w=100%&sidebar=yes&bg=no) Schedule (list/simple?iframe=yes&w=100%&sidebar=yes&

Menu

(/print?mobile=site&iframe=yes&w=100%&sidebar=yes&bg=no)

Thursday, February 19

TBA

School Garden Revolution: Policy Paths in California and Oregon to Greener Schoolyards

Linda Livers • Cindy Hu • Michelle Markesteyn, PhD

(event/2A0aB/school-garden-revolution-policy-paths-in-california-and-oregon-to-greener-schoolyards?iframe=yes&w=100%&sidebar=yes&bg=no)

12:00am PST

A Recipe for Food Justice: Unpacking systemic barriers to food access through cooking with students

Kimberly Tomlinson • Megan Freeman

(event/29evy/a-recipe-for-food-justice-unpacking-systemic-barriers-to-food-access-through-cooking-with-students?iframe=yes&w=100%&sidebar=yes&bg=no)

Cooking with Herbs: From Garden to Global Table

Ariel Demas

(event/29PZK/cooking-with-herbs-from-garden-to-global-table?iframe=yes&w=100%&sidebar=yes&bg=no)

Fresh Chef Challenge

Abraya Johnson
(event/29evx/fresh-chef-challenge?iframe=yes&w=100%&sidebar=yes&bg=no)

Fresh Spring Rolls: A Hands-On Veggie Adventure

Maria Lipkina
(event/29PZe/fresh-spring-rolls-a-hands-on-veggie-adventure?iframe=yes&w=100%&sidebar=yes&bg=no)

Let's TACO-bout Trying New Foods

Kelsey Hoffman
(event/29PYa/lets-taco-bout-trying-new-foods?iframe=yes&w=100%&sidebar=yes&bg=no)

No Chef Hat Needed: Building Confidence to Teach with Food

Carmen Benson • Taleia Monty
(event/29ewA/no-chef-hat-needed-building-confidence-to-teach-with-food?iframe=yes&w=100%&sidebar=yes&bg=no)

Teaching Cultural Connection through the Garden & Kitchen

Ryan Galle
(event/29ey3/teaching-cultural-connection-through-the-garden-kitchen?iframe=yes&w=100%&sidebar=yes&bg=no)

Tomatoes with Neela & Little Sprouts: A Garden-to-Table Lab

Megan Autry
(event/29PZo/tomatoes-with-neela-little-sprouts-a-garden-to-table-lab?iframe=yes&w=100%&sidebar=yes&bg=no)

Toss, Teach, Taste: The Kitchen Classroom in Action with Asian Noodle Salad

April Raguindin • Marianne Gartenlaub
(event/29PYG/toss-teach-taste-the-kitchen-classroom-in-action-with-asian-noodle-salad?iframe=yes&w=100%&sidebar=yes&bg=no)

Reciprocity, Choice, and Agency: Meeting the needs of all learners in the garden

Djamila Moore
(event/29PZt/reciprocity-choice-and-agency-meeting-the-needs-of-all-learners-in-the-garden?iframe=yes&w=100%&sidebar=yes&bg=no)

Rooted Leadership: Regenerating School Culture from the Inside Out

Paige Mollen • Scott Cloutier
(event/29evv/rooted-leadership-regenerating-school-culture-from-

(event/29evV/rooted-leadership-regenerating-school-culture-from-the-inside-out?iframe=yes&w=100%&sidebar=yes&bg=no)

School Garden Build Soup to Nuts!

Moses Thompson

(event/29glM/school-garden-build-soup-to-nuts?iframe=yes&w=100%&sidebar=yes&bg=no)

From School Garden to Home Table: Growing Food Justice in Food Desert Communities

Alexis D. Motley

(event/29PYL/from-school-garden-to-home-table-growing-food-justice-in-food-desert-communities?iframe=yes&w=100%&sidebar=yes&bg=no)

Growth, Harvest, and Health: Lessons Learned from a School-Based Gardening, Nutrition, and Cooking Feasibility Pilot in Puebla, México

Mariela Jiménez-Rivero

(event/29PYz/growth-harvest-and-health-lessons-learned-from-a-school-based-gardening-nutrition-and-cooking-feasibility-pilot-in-puebla-mexico?iframe=yes&w=100%&sidebar=yes&bg=no)

The Land is also a Teacher: Teaching Indigenous History Through Gardens

Citlaxochitl Venzor-Enrique

(event/29ew0/the-land-is-also-a-teacher-teaching-indigenous-history-through-gardens?iframe=yes&w=100%&sidebar=yes&bg=no)

The Magic of Mud: Why Dirt Belongs on Every School Campus

Sammy Blasena

(event/29PYk/the-magic-of-mud-why-dirt-belongs-on-every-school-campus?iframe=yes&w=100%&sidebar=yes&bg=no)

Unexpected Harvests- How One Question Grew a Community

Alana Eustace

(event/29PYs/unexpected-harvests-how-one-question-grew-a-community?iframe=yes&w=100%&sidebar=yes&bg=no)

"Yes, 25 Six-Year-Olds Can Cook!" — A Story of Little Hands and Big Courage

Taleia Monty

(event/29PZq/yes-25-six-year-olds-can-cook-a-story-of-little-hands-and-big-courage?iframe=yes&w=100%&sidebar=yes&bg=no)

GROWING SCHOOL GARDENS SUMMIT

A gathering to inform, inspire, and invigorate the school garden movement!

Connect with us on social @sproutsfoundation_ or #growingschoolgardens!

(https://www.instagram.com/sproutsfoundation_/) (https://www.facebook.com/profile.php?id=100086784007644)

Subscribe to our E-list (http://eepurl.com/hwLzkD) to stay informed about the Summit and other special announcements.

Home (http://www.schoolgardensummit.org)

Sprouts Healthy Communities Foundation (https://about.sprouts.com/sprouts-foundation/)

School Garden Support Organization Network (http://www.sgsonetwork.org)

Life Lab (http://www.lifelab.org)

Growing School Gardens Coast to Coast Videos (https://growingschoolgardens.org/viewer-guide/)

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"Leaf it to the Sun: Turmeric Printmaking with Nature"

Marla Bosques

(event/29PZw/leaf-it-to-the-sun-turmeric-printmaking-with-nature?iframe=yes&w=100%&sidebar=yes&bg=no)

Culture and Connection: Making a Puerto Rican Herbal Remedy

Marila Bosques

(event/29PZJ/culture-and-connection-making-a-puerto-rican-herbal-remedy?iframe=yes&w=100%&sidebar=yes&bg=no)

Design and Implement a Student-Led Farmers Market

Kimberly Romain-Bondi

(event/29PYO/design-and-implement-a-student-led-farmers-market?iframe=yes&w=100%&sidebar=yes&bg=no)

Exploring the senses through a shape walk

Madeleine Menchaca

(event/29PZ7/exploring-the-senses-through-a-shape-walk?iframe=yes&w=100%&sidebar=yes&bg=no)

From Rain to Roots: Exploring Soil Infiltration in Regenerative Practices

Meghan Manion

(event/29PZc/from-rain-to-roots-exploring-soil-infiltration-in-regenerative-practices?iframe=yes&w=100%&sidebar=yes&bg=no)

From the Ground Up: Breaking Down the What, Why, and How of Composting with Kids

Ashley Fine

(event/29PZk/from-the-ground-up-breaking-down-the-what-why-and-how-of-composting-with-kids?iframe=yes&w=100%&sidebar=yes&bg=no)

Garden Detectives: A Forensic Science Lesson in Nature

Carmielle Darden

(event/29PYv/garden-detectives-a-forensic-science-lesson-in-nature?iframe=yes&w=100%&sidebar=yes&bg=no)

Let Your Garden Be A Healing Space For Older Students Too!

Emalyn Leppard

(event/29PZE/let-your-garden-be-a-healing-space-for-older-students-too?iframe=yes&w=100%&sidebar=yes&bg=no)

Mindfulness in School Gardens: Cultivating Well-being through Design & Practice

& Practice

Nathan Larson

(event/29PYd/mindfulness-in-school-gardens-cultivating-well-being-through-design-practice?iframe=yes&w=100%&sidebar=yes&bg=no)

Scientific Drawing in the Garden

Shannon Cruz

(event/29PZ5/scientific-drawing-in-the-garden?iframe=yes&w=100%&sidebar=yes&bg=no)

Self-Regulation and Mindfulness in the Garden

Lauren Rust

(event/29PZP/self-regulation-and-mindfulness-in-the-garden?iframe=yes&w=100%&sidebar=yes&bg=no)

Canyon City Chile: Curriculum Resources for Community-Based Plant Breeding

Ian Gaynor • Beth McCoy

(event/29PZQ/canyon-city-chile-curriculum-resources-for-community-based-plant-breeding?iframe=yes&w=100%&sidebar=yes&bg=no)

Cultivating Community: Non-Profit Farms Nurturing Resilient Food Systems

Erica Blumenfeld

(event/29PYD/cultivating-community-non-profit-farms-nurturing-resilient-food-systems?iframe=yes&w=100%&sidebar=yes&bg=no)

Find Your People: Making Meaningful Connections in Your Community and Beyond

Meghan Manion

(event/29PZf/find-your-people-making-meaningful-connections-in-your-community-and-beyond?iframe=yes&w=100%&sidebar=yes&bg=no)

K-12 Garden Education Resources through SubjectToClimate's Free Platform

Elaine Makarevich

(event/29PYn/k-12-garden-education-resources-through-subjecttoclimates-free-platform?iframe=yes&w=100%&sidebar=yes&bg=no)

National Survey Results on Youth Garden Grantmaking in 2024

Sarah Lane • Ashley Ellis

(event/29evp/national-survey-results-on-youth-garden-grantmaking-in-2024?iframe=yes&w=100%&sidebar=yes&bg=no)

in 2024.iframe=yes&w=100%&sidebar=yes&bg=no)

School garden - place to cool your town and find the missing water!

Zuzana Mulkerin
(event/29PZA/school-garden-place-to-cool-your-town-and-find-the-missing-water?iframe=yes&w=100%&sidebar=yes&bg=no)

Seeds of Success: Say Yes and the Movement for Sustainable School Food Systems

Devon Azzam
(event/29PZi/seeds-of-success-say-yes-and-the-movement-for-sustainable-school-food-systems?iframe=yes&w=100%&sidebar=yes&bg=no)

Summer Institute for Garden-based Teaching

Sam Ullery
(event/29PZH/summer-institute-for-garden-based-teaching?iframe=yes&w=100%&sidebar=yes&bg=no)

The Little Sprouts Model: A Framework for Inclusive, Sensory-Rich, Curriculum-Embedded Culinary and Garden-Based Learning

Megan Autry
(event/29PZh/the-little-sprouts-model-a-framework-for-inclusive-sensory-rich-curriculum-embedded-culinary-and-garden-based-learning?iframe=yes&w=100%&sidebar=yes&bg=no)

A Pathway to Engagement, Creating Standards Aligned Curriculum Plans for Your Garden that will empower teachers, interns and volunteers.

Shannon Hardwicke
(event/29PYy/a-pathway-to-engagement-creating-standards-aligned-curriculum-plans-for-your-garden-that-will-empower-teachers-interns-and-volunteers?iframe=yes&w=100%&sidebar=yes&bg=no)

Building your trauma informed toolbox. Tools you can use in your classroom, to run programs, and build curriculum.

Kimberly Orias
(event/28pfU/building-your-trauma-informed-toolbox-tools-you-can-

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #25-04 (Pifko/Reyes)

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

- A listing of Purchase orders issued 9/29/2025 through 10/20/2025 for the 2025-2026 school year, for $6,294,176.83.

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 #25-04 as submitted.

ADDITIONAL MATERIALS:

Attached: Purchase Order/Draft Payment Report #25-04 (21 Pages)

Includes Purchase Orders dated 09/29/2025 - 10/20/2025

PO Number	Vendor Name	Location	Description	
010-4200	**BOOKS OTHER THAN TEXTBOOKS**			
P26-02387	Perma Bound Books	Ritchen School	LCAP_3.38 Books other than textbooks-Instr.	4,776.85
P26-02390	SCHOLASTIC INC	Marina West School	LCAP_3.38 Books Othr than txtbks/Instr	231.69
P26-02403	Amazon Com	Special Education	LCAP_2.05 MAT/SUPL	846.48
P26-02443	Amazon Com	Human Resources	LCAP_5.25 MATL/SUPP	295.45
P26-02563	Amazon Com	Brekke School	LCAP_3.38 MATL/SUPP	837.42
P26-02564	Amazon Com	Brekke School	LCAP_3.38 MATL/SUPP	894.09
P26-02599	Pacific Northwest Publishing A ncora Publishing	Pupil Services	LCAP_2.25	1,887.89
P26-02604	Amazon Com	Equity, Family, Cmty Engmt	LCAP_4.01 MATL-SUPL	787.05
P26-02610	Atkinson,Andelson,Loya Ruud & Romo	Human Resources	LCAP_3.01 MATL/SUPPL DEV H C (SC)	723.20
P26-02653	Badger Claws of Ojai VENTURA C O OFFICE OF EDUCATION	Marina West School	LCAP_3.38 MATL-SUPL/INST	491.63
			Total:010-4200 BOOKS OTHER THAN TEXTBOOKS	**11,771.75**
010-4300	**MATERIALS AND SUPPLIES**			
P26-02384	Smart And Final Iris Co	Lopez Academy	LCAP_3.38 MATL/SUPL (INST)	900.00
P26-02385	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP Kamala	63.35
P26-02386	ORIENTAL TRADING COMPANY	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP Lopez	31.44
P26-02392	Amazon Com	Curren School	LCAP_2.05 Matls & Supplies Instr. Cuellar	241.07
P26-02393	Amazon Com	Special Education	LCAP_2.05 Material/Suppl	816.86
P26-02394	Amazon Com	Frank School	LCAP_5.06 matl/sup New Teacher - H. Collins	127.42
P26-02402	Amazon Com	Special Education	LCAP_2.05 Supplies/Materials - A. Nordman	34.56
P26-02404	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for SpEd Staff	115.96
P26-02405	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for SpEd Staff	145.50
P26-02406	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	Special Education	LCAP_2.05 MAT/SUPL	713.41
P26-02409	Lakeshore Learning Materials	Special Education	LCAP_2.05 Material/Supp	2,156.60
P26-02412	Amazon Com	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES ATTND CLUB & CAF	137.37
P26-02413	Amazon Com	Chavez School	LCAP_3.38 MTLS/SUPL-INSTR	261.15
P26-02414	Amazon Com	Driffill School	LCAP_3.38 MATERIALS & SUPPLIES GANDARA	142.76
P26-02415	Amazon Com	Chavez School	LCAP_3.38 MTLS/SUPL-INSTR	202.05
P26-02416	Amazon Com	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES ISP CAS	286.33

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

Includes Purchase Orders dated 09/29/2025 - 10/20/2025

PO Number	Vendor Name	Location	Description	
P26-02417	Amazon Com	Lopez Academy	LCAP_2.08 for Wellness Ctr	2,390.31
P26-02418	Amazon Com	Fremont School	LCAP_2.08 MAT/SUPL WELLNESS CENTER	608.71
P26-02419	DICK BLICK COMPANY BLICK ART M ATERIALS	Frank School	LCAP_3.38 (Mat-Sup) Blick Art	309.52
P26-02435	AMICOLOR INC.	Human Resources	LCAP_5.25 MATL/SUPP (Yrs of Svc)	1,857.40
P26-02438	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	163.75
P26-02439	Amazon Com	Special Education	LCAP_2.05 Material/Sup PASS TM	1,622.14
P26-02440	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	703.46
P26-02441	Amazon Com	Information Technology	LCAP_5.39 ITS MAT/SUP	698.47
P26-02442	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	389.82
P26-02444	Amazon Com	Warehouse	MATL/SUP	207.98
P26-02446	Uline	Enrichment & Special Programs	LCAP_2.19 Matl/Supl ASP Mcauliffe	588.49
P26-02448	COSTCO WHOLESALE CORPORATION	Risk Management	LCAP_2.26 Materials and Supplies	1,000.00
P26-02449	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Fremont School	LCAP_5.04 MATL/SUPP (SIP Days)	912.24
P26-02450	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Rose Avenue School	LCAP_5.04 MAT/SUPPLIES (SIP DAY)	1,034.38
P26-02452	NIMCO INC	Elm School	LCAP_3.38 MATL/SUPP	140.82
P26-02453	BOWLERO OXNARD	Human Resources	LCAP_3.01 DEV H C _MATL/SUPP	996.79
P26-02454	GOBULK.COM	Elm School	LCAP_3.38 MATL/SUPP	227.53
P26-02455	Home Depot Inc	Brekke School	LCAP_3.38 MATL/SUPP	140.93
P26-02457	KALA BRAND MUSIC CO	Elm School	LCAP_3.38 MATL/SUPP	1,356.89
P26-02460	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	576.64
P26-02461	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	155.30
P26-02462	Amazon Com	Math and PE Programs	LCAP_3.41 MATL/SUPP FOR FRANK SCHOOL	1,402.38
P26-02463	Amazon Com	Math and PE Programs	LCAP_3.41 MATL/SUPP FOR FRANK SCHOOL	1,165.50
P26-02465	Amazon Com	Marshall School	LCAP_5.06 matl/sup New Teacher - S. Malcolm	191.52
P26-02466	Amazon Com	Marshall School	LCAP_5.06 matl/sup New Teacher - S. Malcolm	151.30
P26-02467	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	100.15
P26-02468	Amazon Com	Kamala School	LCAP_5.06 Matl/sup New Teacher - M. Forrest	273.60
P26-02469	Amazon Com	Fremont School	LCAP_5.06 matl/sup New Teacher - F. Rodriguez	338.41
P26-02470	Amazon Com	Marshall School	LCAP_5.06 matl/sup New Teacher - A. Shapiro	313.61
P26-02475	Amazon Com	Soria School	LCAP_3.38 MATL/SUPP	712.02
P26-02476	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP-Ins Ms. Gonzalez (1)	115.88
P26-02481	Uline	Warehouse	Equipment	513.40

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Includes Purchase Orders dated 09/29/2025 - 10/20/2025

PO Number	Vendor Name	Location	Description	
P26-02484	Amazon Com	Facilities	LCAP_2.34 Materials and Supplies	128.26
P26-02490	STONEFIRE GRILL, 11 INC	Soria School	LCAP_3.38 MATL/SUPL	1,312.24
P26-02491	Amazon Com	Lemonwood School	LCAP_2.05 MATL/SUP Inst - Llanes RSP	134.75
P26-02492	Amazon Com	Math and PE Programs	LCAP_3.41 MATL/SUPP FOR MATH STUDENTS	203.70
P26-02493	Amazon Com	Math and PE Programs	LCAP_3.41 MATL/SUPP FOR MATH STUDENTS	167.99
P26-02495	North American Rescue LLC	Risk Management	Safety Materials and Supplies-	621.41
P26-02498	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Soria School	LCAP_5.04 MATL/SUPL SIP Day	848.87
P26-02499	Lakeshore Learning Materials	Driffill School	LCAP_5.06 matl/sup New Teacher - M. Herman	278.20
P26-02500	Lakeshore Learning Materials	Lemonwood School	LCAP_3.38 Matl/Sup Inst - Gonzalez	216.21
P26-02502	JL DOWNTOWN CAFE	Marina West School	LCAP_5.04 MATL-SUPP/SIP Day	715.00
P26-02504	Twig Education Inc.	Education Resource Center	LCAP_3.35 TXTBK & INST MATLS	1,009.47
P26-02508	CDW G	Teaching & Learning	MATERIALS & SUPPLIES-UNRESTRICTED (ANGUIANO)	446.26
P26-02509	Certified Education Consultant s Inc. DBA: Writing by Desi	Teaching & Learning	LCAP_3.08 MATERIALS & SUPPLIES	17,653.51
P26-02510	Amazon Com	Personnel Commission	mat/sup - Personnel Commission	291.57
P26-02511	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst - Counselor Pt. 2	554.46
P26-02512	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP INST - Counselor pt 4	318.49
P26-02513	Amazon Com	Pupil Services	LCAP_2.08 MAT/SUP	14.19
P26-02514	Amazon Com	Lopez Academy	LCAP_5.06 matl/sup - New Teacher - G. Martinez	333.77
P26-02515	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP INST. -GONZALEZ	39.24
P26-02516	Amazon Com	Math and PE Programs	LCAP_3.41 MATL/SUPP FOR STUDENTS	72.75
P26-02523	HENSON MUSIC STORE	Soria School	LCAP_3.38 MATL/SUPL	982.16
P26-02524	YOUNG MUSIC LLC PRODIGIES AND PRODIGIES MUSIC	Soria School	LCAP_3.38 MATL/SUPL	247.50
P26-02527	Rochester 100, Inc	Soria School	LCAP_3.38 MATL/SUPL	174.80
P26-02529	OLD NEW YORK BAGEL & DELI CO I NC.	Ritchen School	LCAP_5.04-MATL/SUP SIP Day	734.89
P26-02534	Spicers Paper Inc	Graphics	Materials and Supplies	3,393.63
P26-02540	COSTCO WHOLESALE CORPORATION	Human Resources	LCAP_5.25 MATL/SUPP	3,000.00
P26-02541	Lakeshore Learning Materials	Rose Avenue School	LCAP_3.38 MAT/SUPPLIES (Instructional)	82.13

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Includes Purchase Orders dated 09/29/2025 - 10/20/2025

PO Number	Vendor Name	Location	Description	
P26-02542	AG Designs 805 Inc.	Rose Avenue School	LCAP_3.38 MAT/SUPPLIES (Instructional)	764.75
P26-02543	Petroleum Telcom Inc DBA Telecom	Rose Avenue School	LCAP_3.38 MAT/SUPPLIES (Instructional)	349.33
P26-02544	Amazon Com	Rose Avenue School	LCAP_3.38 MAT/SUPPLIES (Instructional)	423.38
P26-02545	Amazon Com	Rose Avenue School	LCAP_3.38 MAT/SUPPLIES (Instructional)	125.43
P26-02547	Positive Promotions	Sierra Linda School	LCAP_3.38 MATL-SUP-Ins Ms. Luna	431.45
P26-02548	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP-Ins Gonzalez (2)	66.65
P26-02549	Franklin Covey	Special Education	LCAP_2.05 MATL/SUPPL	15,754.29
P26-02554	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	48.17
P26-02555	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP	24.01
P26-02556	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	135.97
P26-02557	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	74.71
P26-02558	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	202.72
P26-02559	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	88.23
P26-02560	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	297.02
P26-02561	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	120.13
P26-02562	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	120.13
P26-02565	Walmart	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES WASHER ROOM	500.00
P26-02567	Bjorem Speech Publications	Special Education	LCAP_2.05 Materials & Supplies for Annabelle G.	132.99
P26-02569	JL DOWNTOWN CAFE	Marshall School	LCAP_5.04 MATL/SUPP SIP Day	1,136.20
P26-02570	Positive Promotions	Rose Avenue School	LCAP_3.38 MAT/SUPPLIES (Instructional)	1,090.38
P26-02572	Lakeshore Learning Materials	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES CAMILON	49.14
P26-02573	SCOTT HANNAN NEXT LEVEL	Soria School	LCAP_5.25 MATL/SUPL	1,185.25
P26-02574	Amazon Com	Special Education	LCAP_2.05 Supplies/Materials- A. Raigoza Driffill	144.18
P26-02575	Home Depot Inc	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES CUSTODIAL	414.06
P26-02576	CARNITAS EL BROTHER INC	Sierra Linda School	LCAP_3.38 MAT/SUP-Ins SIP Day 10/13	786.60
P26-02578	Amazon Com	Ritchen School	LCAP_3.38 MATL/SUP-Instructional	97.13
P26-02581	Amazon Com	Pupil Services	LCAP_2.08 MAT/SUP	108.26
P26-02582	Amazon Com	Frank School	LCAP_2.08 (Mat-Sup) WLNS - Amazon	475.35
P26-02583	Amazon Com	Frank School	LCAP_2.08 (Mat-Sup) WLNS - Amazon	106.31
P26-02584	Amazon Com	Chavez School	LCAP_5.06 matl/sup - New Teacher - T. Gutierrez	254.34
P26-02585	Amazon Com	Chavez School	LCAP_5.06 matl/sup - New Teacher - T. Gutierrez	74.40

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Includes Purchase Orders dated 09/29/2025 - 10/20/2025

PO Number	Vendor Name	Location	Description	
P26-02586	Amazon Com	Lemonwood School	LCAP_5.06 matl/sup - New Teacher - C. Ochoa Torres	337.46
P26-02587	Amazon Com	Lemonwood School	LCAP_5.06 matl/sup - New Teacher - C. Ochoa Torres	27.47
P26-02588	JL DOWNTOWN CAFE	Lemonwood School	LCAP_5.04 MATL/SUP SIP Day BF 10/13	781.14
P26-02589	Amazon Com	Brekke School	LCAP_3.38 MATL/SUPP	88.53
P26-02590	Amazon Com	Brekke School	LCAP_3.38 MATL/SUPP	80.21
P26-02594	COSTCO WHOLESALE CORPORATION	Frank School	LCAP_2.08 MATL/SUPPL WLNS-Costco P.O.	5,300.00
P26-02595	PIZZAMAN DAN'S	Frank School	LCAP_2.08 (Mat-Sup) WLNS-Pizzaman Dan's	1,500.00
P26-02596	Walmart	Ritchen School	LCAP_3.38 MATL/SUP-Instructional	1,000.00
P26-02597	Walmart	Frank School	LCAP_2.08 MATL/SUPP WLNS-Walmart	3,000.00
P26-02598	Amazon Com	Frank School	LCAP_2.08 (Mat-Sup) WLNS - Amazon	1,274.53
P26-02605	Lakeshore Learning Materials	Ramona School	LCAP_2.05 MATL-SUPL	234.35
P26-02606	Amazon Com	Elm School	LCAP_3.38 MATL/SUPP	118.87
P26-02607	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	217.60
P26-02608	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	253.54
P26-02609	Amazon Com	Ramona School	LCAP_3.38 MATL-SUPL	121.61
P26-02611	CANON U.S.A., INC.	Graphics	Materials and Supplies	905.27
P26-02612	Spicers Paper Inc	Graphics	Materials and Supplies	3,296.62
P26-02613	Amazon Com	McAuliffe School	LCAP_3.38 MATL/SUPPL	381.74
P26-02614	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst - Counselor Pt. 3	442.76
P26-02615	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MATL/SUPPL	29.15
P26-02616	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MATL/SUPPL McAuliffe	103.44
P26-02617	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst - Pichardo	117.01
P26-02618	Amazon Com	SchPerformance & StudOutcomes	matl/sup - Office needs	79.52
P26-02625	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Sierra Linda School	LCAP_5.04 MATL/SUP SIP Day 10/13/25	506.10
P26-02626	Lakeshore Learning Materials	Chavez School	LCAP_3.38 MTLS/SUPL-INSTR	247.92
P26-02627	Lakeshore Learning Materials	Chavez School	LCAP_3.38 MTLS/SUPL-INSTR	243.53
P26-02628	Lakeshore Learning Materials	Lemonwood School	LCAP_3.38 MATL/SUP Inst - Pichardo	169.27
P26-02629	Walmart	Lopez Academy	LCAP_3.38 MATL/SUPL (INST)	150.00
P26-02630	Franklin Covey	Enrichment & Special Programs	LCAP_2.19 Matl/Supl	455.95
P26-02632	Maad Graphics	Chavez School	LCAP_3.38 MTLS/SUPL-INSTR	224.00
P26-02633	Home Depot Inc	Purchasing	Materials	91.77
P26-02634	Uline	Enrichment & Special Programs	LCAP_2.19 MATL/SUPPL	458.78

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PO Number	Vendor Name	Location	Description	
P26-02636	CARNITAS EL BROTHER INC	Lopez Academy	LCAP_5.04 MATL/SUPP SIP Day	1,080.00
P26-02638	GREAT PACIFIC PUMPKINS	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP	405.00
P26-02639	AMICOLOR INC.	Lopez Academy	LCAP_3.38 MATL-SUPL (INST)	1,715.23
P26-02640	Positive Promotions	Lemonwood School	LCAP_3.38 MATL/SUP Inst. - Red Ribbon Week	1,101.64
P26-02643	ODP BUSINESS SOLUTIONS, LLC	Marina West School	LCAP_3.38 MATL-SUPL/INST	201.39
P26-02644	Urbane Cafe Alex Bello-Mgr	Marshall School	LCAP_3.38 MATL	1,338.27
P26-02647	SMART AND FINAL-C.I. BLVD	Human Resources	LCAP_3.01 DEV H C_MATL/SUPP	3,000.00
P26-02649	CARNITAS EL BROTHER INC	Lopez Academy	LCAP_3.38 MATL-SUPL (INST)	190.10
P26-02650	LORENZO BISLIG dba/ 3RD WORLD UNLTD GRAPHICS	Kamala School	LCAP_3.38 MATL/SUPP	3,414.06
P26-02651	ZAPOPAN BUSINESS GROUP LLC WOR LD WIDE IMAGING SUPPLIES	Kamala School	LCAP_3.38 MATL/SUPP (INST)	2,476.59
P26-02655	CARNITAS EL BROTHER INC	Elm School	LCAP_5.04 MATL/SUPP SIP Day Oct 13	939.43
P26-02656	CARNITAS EL BROTHER INC	Ritchen School	LCAP_3.38 MATL-SUPL (INST)	808.45
P26-02658	JL DOWNTOWN CAFE	San Miguel School	LCAP_5.04 MLT/SUPP- SIP Day October 13, 2025	213.04
P26-02659	ORIENTAL TRADING COMPANY	Kamala School	LCAP_3.38 MATL/SUPP (INST)	599.54
P26-02660	Uline	Marina West School	LCAP_3.38 MATL-SUPL/INST	378.04
P26-02662	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	251.34
P26-02663	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	374.94
P26-02664	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	336.57
P26-02665	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	816.08
P26-02666	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	231.03
P26-02667	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	185.54
P26-02668	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	40.09
P26-02669	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP	75.91
P26-02670	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	136.97
P26-02671	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	59.92
P26-02672	Amazon Com	Kamala School	LCAP_3.38 MATL/SUPP (INST)	158.00
P26-02673	Walmart	Pupil Services	LCAP_2.17 MAT/SUP	1,500.00
P26-02674	CARNITAS EL BROTHER INC	Lopez Academy	LCAP_5.04 MATL/SUPP SIP Day Oct 31, 2025	1,000.00
P26-02675	CARNITAS EL BROTHER INC	Teaching & Learning	LCAP_5.04 SIP DAY 10/13/25 CATERING	1,882.85
P26-02676	Tom Rey Garcia dba/ Tomas Cafe & Gallery	Driffill School	LCAP_5.04 SIP DAY 10/13 DRIFFILL/CURREN/ KAMALA	1,160.67
P26-02677	Amazon Com	Driffill School	LCAP_3.38 MATERIALS & SUPPLIES ART	1,132.68
P26-02678	Amazon Com	Frank School	LCAP_2.08 (Mat-Sup) WLNS Amazon - Lobo Den	407.95
P26-02679	Amazon Com	Frank School	LCAP_2.08 (Mat-Sup) WLNS Amazon - Lobo Den	166.93

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PO Number	Vendor Name	Location	Description	
P26-02680	Amazon Com	Pupil Services	LCAP_2.07	476.90
P26-02681	Amazon Com	Chavez School	LCAP_5.06 matl/sup - New Teacher - K. Duarte	258.04
P26-02682	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst - Office	302.99
P26-02683	Amazon Com	Brekke School	LCAP_3.38 MATL/SUPP	261.85
P26-02691	Amazon Com	Risk Management	RM Materials and Supplies	329.00
P26-02696	Amazon Com	Brekke School	LCAP_3.38 MATL/SUPP	111.57
P26-02697	Amazon Com	Brekke School	LCAP_3.38 MATL/SUPP	155.60
P26-02698	Amazon Com	Brekke School	LCAP_3.38 MATL/SUPP	213.78
P26-02699	Amazon Com	Brekke School	LCAP_3.38 MATL/SUPP	55.86
P26-02700	Amazon Com	Brekke School	LCAP_3.38 MATL/SUPP	197.16
P26-02701	Lakeshore Learning Materials	Brekke School	LCAP_3.38 MATL/SUPP	230.04
P26-02702	Amazon Com	Chavez School	LCAP_5.06 matl/sup - New Teacher - K. Duarte	56.35
P26-02704	Amazon Com	Driffill School	LCAP_5.06 matl/sup - New Teacher - I. Barragan	42.97
P26-02705	Lakeshore Learning Materials	Driffill School	LCAP_5.06 matl/sup - New Teacher - I. Barragan	311.28
P26-02706	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	228.60
P26-02707	Amazon Com	Fremont School	LCAP_3.38 MAT/SUPL	185.05
P26-02708	Amazon Com	Fremont School	LCAP_2.05 SPED MAT/SUPL	241.81
P26-02709	Amazon Com	Enrichment & Special Programs	LCAP_2.19 MATL/SUPP Lemonwood	59.89
P26-02710	Amazon Com	Fremont School	LCAP_5.06 matl/sup - New Teacher - N. Delgado	396.78
P26-02711	Uline	Risk Management	LCAP_2.26 Materials and Supplies	3,244.65
P26-02712	Amazon Com	Kamala School	LCAP_5.06 matl/sup - New Teacher - C. Lopez	162.05
P26-02713	Amazon Com	Kamala School	LCAP_5.06 matl/sup - New Teacher - C. Lopez	165.77
P26-02714	Amazon Com	Kamala School	LCAP_5.06 matl/sup - New Teacher - S. Rodriguez	210.81
P26-02715	Amazon Com	Kamala School	LCAP_5.06 matl/sup - New Teacher - S. Rodriguez	146.75
P26-02716	Amazon Com	Kamala School	LCAP_5.06 matl/sup - New Teacher - A. Magdaleno	296.33
P26-02717	Amazon Com	Kamala School	LCAP_5.06 matl/sup - New Teacher - R. Sandoval	285.80
P26-02718	Amazon Com	Facilities	LCAP_2.34 Grounds Materials and Supplies	1,265.36
P26-02719	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP-Ins Ms. Garcia De La Rosa	208.58
P26-02720	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP-Int Ms. Pascual	151.51
P26-02721	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP-Ins Ms. Pascual (2)	94.58

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PO Number	Vendor Name	Location	Description	
P26-02722	Amazon Com	Frank School	LCAP_5.06 matl/sup - New Teacher - A. Perry	308.24
P26-02723	Amazon Com	Sierra Linda School	LCAP_3.38 MATL/SUP-Ins Ms. Bouvet	258.82
P26-02730	Lakeshore Learning Materials	McKinna School	LCAP_3.38 Matl/sup-Instructional	122.29
P26-02731	Raymond Geddes And Co Inc	Soria School	LCAP_3.38 MATL/SUPP	264.28
P26-02737	Amazon Com	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES FALL OCT 2	297.72
P26-02738	Amazon Com	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES FALL OCT 3	155.09
P26-02739	Amazon Com	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES FALL OCT 4	70.04
P26-02740	Amazon Com	McAuliffe School	LCAP_5.06 matl/sup - New Teacher - I. Toribio	188.32
P26-02745	Amazon Com	Chavez School	LCAP_5.06 matl/sup - New Teacher - J. Gonzalez	188.57
P26-02746	Amazon Com	Chavez School	LCAP_5.06 matl/sup - New Teacher - J. Gonzalez	155.63
P26-02750	Amazon Com	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES ART2	1,238.84
P26-02751	Amazon Com	Driffill School	LCAP_3.38 MATERIALS & SUPPLIES ART 3	1,463.98
P26-02752	Amazon Com	Driffill School	LCAP_3.38 MATERIALS AND SUPPLIES FALL/OCTOBER	1,110.86
P26-02753	HENSON MUSIC STORE	Lopez Academy	LCAP_3.38 MATL-SUPL (INST)	1,000.00
P26-02758	STONEFIRE GRILL, 11 INC	Soria School	LCAP_3.38 MATL/SUPL	1,312.24
P26-02759	Amazon Com	Soria School	LCAP_5.06 matl/sup - New Teacher - B. Romero	311.98
P26-02760	Uline	Soria School	LCAP_3.38 MATL/SUPL	3,519.72
P26-02766	AG Designs 805 Inc.	Curren School	LCAP_3.38 Matls & Suppl	1,671.53
P26-02768	IMAGINE LEARNING LLC	Curren School	LCAP_3.38 Matls & Supp Instruction to Support	1,912.85
P26-02772	Amazon Com	Facilities	LCAP_2.34 Materials and Supplies	80.30
P26-02773	Amazon Com	Facilities	LCAP_2.34 Materials and Supplies	45.27
P26-02786	Amazon Com	Harrington School	LCAP_3.38 MATL-SUPL	499.43
P26-02787	Amazon Com	Lemonwood School	LCAP_3.38 MATL/SUP Inst. - Office / MS	365.97
P26-02788	Amazon Com	McKinna School	LCAP_5.06 matl/sup - New Teacher - M. Landeros	296.47
P26-02789	Amazon Com	Harrington School	LCAP_5.06 matl/sup - New Teacher - A. Moraga	414.82
P26-02791	LAKESHORE LEARNING MATERIALS	Lemonwood School	LCAP_3.38 MATL/SUP Inst - Donovan	16.38
P26-02792	Walmart	Frank School	LCAP_3.38 (Mat-Sup) Student Incentives	500.00
P26-02793	Franklin Covey	Enrichment & Special Programs	LCAP_2.19 Matl/supl	746.40

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PO Number	Vendor Name	Location	Description	
P26-02795	Lakeshore Learning Materials	Frank School	LCAP_2.05 (Mat-Sup) SDC - Lakeshore: FINN	119.08
P26-02796	Amazon Com	Special Education	LCAP_2.05 Supplies/Materials - C. Saldana	393.32
P26-02797	Amazon Com	Brekke School	LCAP_2.05 MATL/SUPP	206.69
P26-02798	Amazon Com	Brekke School	LCAP_2.05 MATL/SUPP	67.61
P26-02799	Amazon Com	Lopez Academy	LCAP_2.05 MATL-SUPL (SPED) J. Pina	178.24
P26-02800	Amazon Com	Fremont School	LCAP_2.05 SPED MAT/SUPL	136.92
P26-02801	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Andrea C.	160.22
P26-02802	Amazon Com	Special Education	LCAP_2.05 Materials & Supplies for Ariana Sani T.	66.52
P26-02803	Amazon Com	Lopez Academy	LCAP_3.38 MATL-SUPL (INST)	193.09
			Total:010-4300 MATERIALS AND SUPPLIES	**167,693.41**
010-4310	**FUEL**			
P26-02408	Voyager Fleet Systems Inc	Transportation	LCAP_2.30 FUEL	40,000.00
			Total:010-4310 FUEL	**40,000.00**
010-4318	**COMPUTER SUPPLIES AND SOFTWARE**			
P26-02433	CDW G	Information Technology	LCAP_5.39 ITS/ Hardware	3,943.95
P26-02532	CDW G	Personnel Commission	mat/sup-Personnel Commission	377.57
P26-02761	CDW G	McKinna School	LCAP_3.38 Matl/Sup-instructional	132.08
P26-02762	CDW G	McKinna School	LCAP_3.38 Computer Supplies	206.43
			Total:010-4318 COMPUTER SUPPLIES AND SOFTWARE	**4,660.03**
010-4323	**HVAC SUPPLIES**			
P26-02530	Florence Filter Corporation	Facilities	LCAP_2.34 HVAC Materials & Supplies	28,451.97
			Total:010-4323 HVAC SUPPLIES	**28,451.97**
010-4329	**MISCELLANEOUS SUPPLIES**			
P26-02790	Blinds USA, LLC	Facilities	LCAP_2.34 Maint Misc Materials and Supplies	110.22
			Total:010-4329 MISCELLANEOUS SUPPLIES	**110.22**
010-4400	**NON-CAP EQUIP ($500-$4,999)**			
P26-02410	Uline	Special Education	LCAP_2.05 EQUIP (DESKS)	5,788.41
P26-02494	CARDIO PARTNERS INC	Risk Management	ROSE:Safety Materials and Supplies- - AEDs	1,426.04
P26-02505	United Refrigeration Inc	Facilities	LCAP_2.34 HVAC Equipment	1,527.32
P26-02593	SCHOOL SPECIALITY SPARK PHYSIC AL EDUCATION	Special Education	LCAP_2.05 Material/Supplies - J. Kroener Driffill	12,667.70
P26-02794	CN School & Office Sol, Inc Cu Iver-Newlin	Transportation	LCAP_2.30 EQUIPMENT	3,128.63

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PO Number	Vendor Name	Location	Description	
			Total:010-4400 NON-CAP EQUIP ($500-$4,999)	**24,538.10**
010-4418	**COMPUTER EQUIPMENT OVER $500**			
P26-02424	Apple Computer Inc	Information Technology	LCAP_5.39 ITS/ Repair	49.99
P26-02428	CDW G	Chavez School	LCAP_3.38 COMPUTER EQUIPMENT OVER $500	1,872.18
P26-02726	CDW G	Soria School	LCAP_3.38 MATL/SUPL	1,632.83
P26-02763	CDW G	Frank School	LCAP_3.38 (Mat-Sup) CDWG	988.94
			Total:010-4418 COMPUTER EQUIPMENT OVER $500	**4,543.94**
010-5100	**PROFESSIONAL/CONSULTING**			
P26-02602	Inclusive Education & Communit y Partnership	Special Education	LCAP_2.09 (SERV)	569.85
P26-02782	HIGHLAND ELECTRIC FLEETS, INC HEF-P OXNARD, LLC.	Transportation	EPA GRANT/ELECTRIC BUSES	70,000.00
			Total:010-5100 PROFESSIONAL/CONSULTING	**70,569.85**
010-5103	**COM CARRIER**			
P26-02592	HOPSKIPDRIVE INC.	Transportation	LCAP_2.30 SERV	60,000.00
			Total:010-5103 COM CARRIER	**60,000.00**
010-5200	**TRAVEL AND CONFERENCE**			
P26-02383	CABE VTA CO CHAPTER	Equity, Family, Cmty Engmt	LCAP_4.01	1,400.00
P26-02389	Ventura Co Office Of Education SELPA	Curren School	LCAP_3.38 Professional Development	280.00
P26-02395	HOTEL DENA	Teaching & Learning	LCAP_3.06 TRAVEL & CONFERENCE	443.00
P26-02396	HHC TRS PORTSMOUTH LLC RENAISS ANCE PALM SPRINGS HOTEL	Special Education	LCAP_2.05 Conferences and Travel-SIL Summit 2025	1,426.01
P26-02397	Southwest Airlines	Curren School	LCAP_3.38 Professional Development PBIS	1,211.91
P26-02398	Doubletree Hotel Anaheim	Teaching & Learning	LCAP_3.04 TRAVEL & CONFERENCE (DIRECTOR)	186.40
P26-02399	Warner Center Marriott	Special Education	LCAP_2.05 Conferences and Travel-F3 Law 2025	806.55
P26-02400	Embassy Suites Hotel Sacramen	Enrichment & Special Programs	LCAP_2.19 TRVL/CONF	1,161.80
P26-02401	Ventura Co Office Of Education SELPA	Special Education	LCAP_ 2.05 CONF PASS Team	280.00
P26-02407	FAGEN FRIEDMAN & FULFROST LLP	Special Education	LCAP_2.05 Travel & Conference for Aimee V	140.00
P26-02411	FAGEN FRIEDMAN & FULFROST LLP	Special Education	LCAP_2.05 Travel & Conference for Psychologist	4,590.00
P26-02421	FAGEN FRIEDMAN & FULFROST LLP	Special Education	LCAP_2.05 Travel & Conference for Speech Therapist	1,275.00

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P26-02422	FAGEN FRIEDMAN & FULFROST LLP	Special Education	LCAP_2.05 Travel & Conference Psychologist	3,780.00
P26-02423	FAGEN FRIEDMAN & FULFROST LLP	Special Education	LCAP_2.05 Travel & Conference for Speech Therapist	6,160.00
P26-02427	SCHOOL SERVICES OF CALIFORNIA, INC.	Business Services	LCAP_3.04 CONF-26/27GovBudgetWorkshop1-22-26.KP.PN	710.00
P26-02459	San Diego Co Supt. of Schools	Educational Services	LCAP_3.05 Travel/Conf Dr. Fox	130.00
P26-02474	San Francisco Marriott Marquis Hotel	Educational Services	LCAP_3.05 Travel/Conf for Dr. Fox	1,314.22
P26-02478	SAN DIEGO MISSION BAY RESORT	Educational Services	LCAP_3.05 Travel/Conf Dr. Fox	596.80
P26-02479	Southwest Airlines	Enrichment & Special Programs	LCAP_2.19 ELOP Strategic Plan 3.0-Flights	1,076.91
P26-02480	KHANNA ENTERPRISE DELTA HOTELS MARRIOTT ANAHEIM GARDEN GROV	Transportation	LCAP_2.30 CASTO CONF 25/26	1,016.11
P26-02489	Astra Backflow Inc.	Facilities	LCAP_2.34 Conference/Porfirio Ramirez, OSD Plumber	1,600.00
P26-02517	Loyola Marymount University	Teaching & Learning	LCAP_3.04 TRAVEL & CONFERENCE	1,450.00
P26-02518	FAGEN FRIEDMAN & FULFROST LLP	Educational Services	LCAP_3.05 Travel/Conf- Dr. Fox	185.00
P26-02519	FAGEN FRIEDMAN & FULFROST LLP	Pupil Services	LCAP_2.07	100.00
P26-02520	FAGEN FRIEDMAN & FULFROST LLP	Educational Services	LCAP_3.05 Travel/Conf- Dr. Fox	100.00
P26-02525	Ventura Co Office Of Education SELPA	Ramona School	LCAP_3.38 Conference Sonday System 2 10-08-25	270.00
P26-02526	Ventura Co Office Of Education SELPA	Ramona School	LCAP_3.38 Conference 10-01-2025	280.00
P26-02528	Kern County Superintendent of Schools	Pupil Services	LCAP_2.17	195.00
P26-02533	Calif Science Teachers Assn	Teaching & Learning	LCAP_3.06 TRAVEL & CONFERENCE	315.00
P26-02568	Ventura Co Office Of Education SELPA	Marshall School	LCAP_3.38 Professional Dvelopment	1,080.00
P26-02571	Ventura Co Office Of Education SELPA	Curren School	LCAP_3.38 Professional Development	280.00
P26-02579	Ventura Co Office Of Education SELPA	Special Education	LCAP_2.05 Travel & Con for Keely Henkel	50.00
P26-02580	Cooperative Personnel Services dba: CPS HR Consulting	Personnel Commission	LCAP_3.04 TRVL/CONF PC Conf: Class & Comp	310.00
P26-02600	SCHOOL SERVICES OF CALIFORNIA, INC.	Human Resources	LCAP_3.01 CONF/TRVL-S.Carroll-Gov. budget workshop	355.00

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PO Number	Vendor Name	Location	Description	
P26-02601	VENTURA CO SCHOOL BOARDS ASSOC ATTN: CALVIN PETERSON	Superintendent	LCAP_5.02 VCSBA Dinner	25.00
P26-02603	ACSA/FOUNDATION FOR EDUCATIONA L ADMIN.	Superintendent	LCAP_5.03 CONF	2,150.00
P26-02619	AMERICAN AIRLINES INC	Special Education	LCAP_2.05 Conf/Travel-DHH Conf	1,564.80
P26-02620	United Airlines, Inc	Superintendent	LCAP_5.03 United Flight arrangements	812.36
P26-02621	HILTON SAN FRANCISCO UNION SQU ARE	Superintendent	LCAP_5.03 CONF	2,460.16
P26-02622	Southwest Airlines	Superintendent	LCAP_5.03 CONF	1,655.01
P26-02623	Heritage Hotels & Resorts dba: Eldorado Hotels & Spa	Superintendent	LCAP_5.03 CONF	3,220.56
P26-02624	Hilton Palm Springs	Teaching & Learning	LCAP_3.06 TRVL/CONF (K. MAJDA)	1,057.11
P26-02631	Casto	Transportation	LCAP_2.30 CONFERENCE	498.00
P26-02652	Ventura Co Office Of Education SELPA	Marina West School	LCAP_3.38 MATL-SERV/ENTR FEE	280.00
P26-02654	SOUTHERN CALIFORNIA KINDERGART EN CONFERENCE INC	Soria School	LCAP_3.38 INST/CONF	1,245.00
P26-02661	CalSPRA	Human Resources	LCAP_3.01 TRVL/CONF DEV H C (AC)	795.00
P26-02687	SCHOOL SERVICES OF CALIFORNIA, INC.	Business Services	CONF-26/27 Gov Budget Workshop.OEA reps. 1-22-26	710.00
P26-02690	CABE VTA CO CHAPTER	Curren School	LCAP_3.38 CONF/TRVL Title III CABE Vta	400.00
P26-02725	CABE VTA CO CHAPTER	Equity, Family, Cmty Engmt	LCAP_4.01	400.00
P26-02732	Ventura Co Office Of Education	SchPerformance & StudOutcomes	LCAP_2.20 serv - Librarians PD	900.00
P26-02733	Ventura Co Office Of Education SELPA	McKinna School	LCAP_3.38 Travel/Conference	270.00
P26-02734	Ventura Co Office Of Education SELPA	McKinna School	LCAP_3.38 TRAVEL/CONFERENCE	280.00
P26-02735	Ventura Co Office Of Education SELPA	Special Education	LCAP_2.05 Travel & Conf for Shanna Muth	20.00
P26-02749	Avid Center	Driffill School	LCAP_3.38 AVID EMERGE 9/29-10/01	4,570.00
P26-02784	Ventura Co Office Of Education	Human Resources	LCAP_3.01 DEV H C_TRAV/CONF (TPSL Training)	2,000.00
P26-02785	Ventura Co Office Of Education SELPA	Lemonwood School	LCAP_3.38 Conference/Travel	280.00
			Total:010-5200 TRAVEL AND CONFERENCE	**60,147.71**

010-5220 BOARD MEMBER AREA 5- GONZALES

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Includes Purchase Orders dated 09/29/2025 - 10/20/2025

PO Number	Vendor Name	Location	Description	
P26-02601	VENTURA CO SCHOOL BOARDS ASSOC ATTN: CALVIN PETERSON	Superintendent	LCAP_5.02 VCSBA Dinner	25.00
			Total:010-5220 BOARD MEMBER AREA 5- GONZALES	**25.00**
010-5223	**BOARD MEMBER AREA 2- MELANEPHY**			
				25.00
			Total:010-5223 BOARD MEMBER AREA 2- MELANEPHY	**25.00**
010-5224	**BOARD MEMBER AREA 3- ROBLES-SO**			
				25.00
			Total:010-5224 BOARD MEMBER AREA 3- ROBLES-SO	**25.00**
010-5225	**BOARD MEMBER AREA 1- SALAS**			
				25.00
			Total:010-5225 BOARD MEMBER AREA 1- SALAS	**25.00**
010-5300	**DUES AND MEMBERSHIPS**			
P26-02473	CASBO	Transportation	LCAP_2.30 REGISTRATION FEE	230.00
P26-02507	CSPCA - PHILIP J GORDILLO EXEC UTIVE DIRECTOR	Personnel Commission	Personnel Commission - Membership	1,100.00
P26-02631	Casto	Transportation	LCAP_2.30 CONFERENCE	30.00
			Total:010-5300 DUES AND MEMBERSHIPS	**1,360.00**
010-5600	**RENTALS, LEASES AND REPAIRS**			
P26-02431	OXNARD PERFORMING ARTS CENTER CORP	Special Education	LCAP_2.08 RNTL	1,100.00
P26-02648	Affordable Tables And Chairs	Human Resources	LCAP_5.25 RENTALS (AC)	532.50
P26-02764	MAGIC JUMP RENTALS VENTURA LLC	Frank School	LCAP_3.38 (Rentals) Magic Jumps	6,987.63
P26-02765	Affordable Tables And Chairs	Educational Services	LCAP_5.04 RENTLS SIP DAY OCT 13, 2025	2,375.00
			Total:010-5600 RENTALS, LEASES AND REPAIRS	**10,995.13**
010-5632	**REPAIRS**			
P26-02503	James Wynigear Tech Reps Calif ornia	Graphics	Repair and Service	510.00
P26-02755	A-1 TRUCK & EQUIPMENT INC	Warehouse	repairs	655.50
P26-02776	AMERICAN BUILDING COMFORT SERV ICES, INC	Facilities	LCAP_2.34 Prof Services / Repairs & Maintenance	150,000.00
P26-02781	TRI-SIGNAL INTEGRATION, INC.	Facilities	LCAP_2.34 Fire Alarm Repairs / Various Sites	6,312.51
			Total:010-5632 REPAIRS	**157,478.01**
010-5800	**PROFESSIONAL/CONSULTING SERV**			
P26-02429	CRISIS PREVENTION INSTITUTE	Pupil Services	LCAP_2.30	531.09
P26-02430	JS Hospitality Group, LLC Cour tyard by Marriott Oxnard	Special Education	LCAP_2.08 RNTL	7,414.96

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PO Number	Vendor Name	Location	Description	
P26-02432	AMERICAN REGISTRY FOR INTERNET NUMBERS	Information Technology	LCAP_5.39 ITS/ SERV (Registry /DAVID)	262.50
P26-02497	IMAGE APPAREL FOR BUSINESS	Warehouse	LCAP_2.34 SERV (25-26 WAREHOUSE UNIFORMS)	619.98
P26-02501	CRISIS PREVENTION INSTITUTE	Pupil Services	LCAP_3.26	821.97
P26-02506	Safety-Kleen Systems Inc	Facilities	LCAP_2.34 Professional Service / Various Sites	3,040.88
P26-02521	California School Boards Assoc	Superintendent	LCAP_5.02 SERV	6,660.00
P26-02522	Certified Education Consultant s Inc. DBA: Writing by Desi	Teaching & Learning	LCAP_3.08 SERV	4,500.00
P26-02546	Prancers Farm Inc.	Sierra Linda School	LCAP_3.38 MATL/SUP-Ins Mr. Arreguin	684.00
P26-02566	Old Mission Santa Barbara, Inc	Driffill School	LCAP_3.38 OLD MISSION SB 10/28/25	458.85
P26-02602	Inclusive Education & Communit y Partnership	Special Education	LCAP_2.09 (SERV)	630.15
P26-02635	AMERICA'S TEACHING ZOO	Chavez School	LCAP_3.38 ENTRANCE FEE	355.00
P26-02637	Prancers Farm Inc.	Chavez School	LCAP_3.38 ENTRANCE FEES	1,116.00
P26-02638	GREAT PACIFIC PUMPKINS	Enrichment & Special Programs	LCAP_2.19 MTR-SUPP	1,225.00
P26-02645	UNDERWOOD FAMILY FARMS LP	Ritchen School	LCAP_3.38 SERV-Instructional	809.00
P26-02646	SANTA BARBARA ZOO	Soria School	LCAP_3.38 SERV/INST	992.00
P26-02657	SCRIPPS NATIONAL SPELLING BEE INC	Marina West School	LCAP_3.38 SERV/ENTR FEE	188.50
P26-02693	AMERICA'S TEACHING ZOO	Harrington School	LCAP_3.38 ENTRANCE FEES (AT-03434)	495.00
P26-02694	City Of Ventura Parks Administ ration	Harrington School	LCAP_3.38 ENTRANCE FEES AT 03439 12/16/2025-Noyola	577.50
P26-02695	City Of Ventura Parks Administ ration	Harrington School	LCAP_3.38 ENTRANCE FEES AT 03449 12/17/2025-Muro	577.50
P26-02728	Prancers Farm Inc.	McKinna School	LCAP-3.38 Matl/sup-instructional	576.00
P26-02729	Dial Security	Facilities	LCAP_2.34 Professional Service / McAuliffe	7,325.21
P26-02736	IMAGE APPAREL FOR BUSINESS	Facilities	LCAP_2.34 SERV (25-26 GROUNDS UNIFORMS)	157.41
P26-02741	VALASSIS DIGITAL CORP DBA. GRO W MAIL	Enrollment Center	LCAP_4.04 Mailing Services for UPK	7,715.18
P26-02747	Old Mission Santa Barbara, Inc	Curren School	LCAP_3.38 Entries Santa Barbara Mission	665.00
P26-02748	AMERICA'S TEACHING ZOO	Curren School	LCAP_3.38 Entries 11-4-25	505.00
P26-02771	BIOMETRICS4ALL, INC	Human Resources	SVCS (Computer Replacement)	550.00
P26-02774	CITY OF OXNARD FIRE RECOVERY U SA, LLC	Facilities	LCAP_2.34 Prof Serv/ Fire Recovery Fees/ BK,LPZ,RM	345.00
P26-02775	CHALLENGE DAY	Soria School	LCAP_1.06 SERV/SUPP	7,550.00
P26-02780	Department Of Industrial Relat	Facilities	LCAP_2.34 Conveyance Fees / Mars, LW	450.00

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PO Number	Vendor Name	Location	Description	
P26-02782	HIGHLAND ELECTRIC FLEETS, INC HEF-P OXNARD, LLC.	Transportation	EPA GRANT/ELECTRIC BUSES	50,000.00
			Total:010-5800 PROFESSIONAL/CONSULTING SERV	**107,798.68**
010-5803	**COM CARRIER**			
P26-02592	HOPSKIPDRIVE INC.	Transportation	LCAP_2.30 SERV	50,000.00
			Total:010-5803 COM CARRIER	**50,000.00**
010-5818	**SOFTWARE/LIC-APPLICATIONS**			
P26-02420	Notable, Inc. (Kami)	Frank School	LCAP_3.38 (Subsbp) Kami online subscription	149.00
P26-02591	SOCIETY OF HEALTH AND PHYSICAL EDUCATORS	Special Education	LCAP_2.01 SERV	79.99
P26-02641	CDW G	Information Technology	LCAP_5.39 ITS SFTWR GOOGLE WORKSPACE	40,500.00
P26-02642	SmartDraw Software, LLC	Information Technology	LCAP_5.39 ITS SOFTWARE/SmartDraw	2,995.00
P26-02727	Securly, Inc.	Lopez Academy	LCAP_3.38 LICENSE/INSTRUCTION (INST)	2,537.50
P26-02767	POLAR ELECTRO, INC	Curren School	LCAP_3.38 Software Apps/Licenses	350.00
P26-02768	IMAGINE LEARNING LLC	Curren School	LCAP_3.38 Matls & Supp Instruction to Support	698.95
			Total:010-5818 SOFTWARE/LIC-APPLICATIONS	**47,310.44**
010-5902	**INTERNET SERVICES**			
P26-02434	T-Mobile USA Inc.	Information Technology	LCAP_5.39 COMM-WiFi Hot Spot Service	29,388.25
			Total:010-5902 INTERNET SERVICES	**29,388.25**
010-6173	**SITE & LAND IMPROVEMENTS**			
P26-02782	HIGHLAND ELECTRIC FLEETS, INC HEF-P OXNARD, LLC.	Transportation	EPA GRANT/ELECTRIC BUSES	1,130,869.76
			Total:010-6173 SITE & LAND IMPROVEMENTS	**1,130,869.76**
010-6200	**BUILDINGS AND IMPROVEMENTS**			
P26-02388	Green Globe HVAC, Inc.	Facilities	LCAP_2.34 HVAC Installation / Elm	18,060.00
			Total:010-6200 BUILDINGS AND IMPROVEMENTS	**18,060.00**
010-6410	**VEHICLES**			
P26-02782	HIGHLAND ELECTRIC FLEETS, INC HEF-P OXNARD, LLC.	Transportation	EPA GRANT/ELECTRIC BUSES	3,432,500.00
			Total:010-6410 VEHICLES	**3,432,500.00**
010-9320	**STORES**			
P26-02445	LABSOURCE, INC	Warehouse	stores supplies	497.09
P26-02447	Southwest School & Office Sup	Warehouse	stores supplies	1,154.12
P26-02496	Amazon Com	Warehouse	stores supplies	194.26
P26-02531	Veritiv Operating Company	Warehouse	stores supplies	13,778.74
P26-02535	Acorn Paper Products Co	Warehouse	stores supplies	796.44

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PO Number	Vendor Name	Location	Description	
P26-02536	Ccp Industries	Warehouse	stores supplies	502.55
P26-02537	School Health Corporation	Warehouse	stores supplies	673.20
P26-02550	BSN Sports	Warehouse	stores supplies	1,706.05
P26-02551	School Specialty Inc	Warehouse	stores supplies	283.50
P26-02552	Sinclair Sanitary Supply Inc	Warehouse	stores supplies	5,167.59
P26-02553	ODP BUSINESS SOLUTIONS, LLC	Warehouse	stores supplies	4,652.63
P26-02684	Sinclair Sanitary Supply Inc	Warehouse	stores supplies	3,587.05
P26-02685	Pioneer Chemical Co	Warehouse	stores supplies	520.47
P26-02686	Ccp Industries	Warehouse	stores supplies	890.39
P26-02688	Southwest School & Office Sup	Warehouse	stores supplies	1,599.87
P26-02689	ODP BUSINESS SOLUTIONS, LLC	Warehouse	stores supplies	2,053.73
P26-02692	Veritiv Operating Company	Warehouse	stores supplies	29,371.12
P26-02724	Amazon Com	Warehouse	stores supplies	1,319.00
P26-02756	Southwest School & Office Sup	Warehouse	stores supplies	699.69
P26-02757	Grainger Inc	Warehouse	stores supplies	1,489.03
P26-02783	Michaels Stores, Inc	Warehouse	stores supplies	566.68
			Total:010-9320 STORES	**71,503.20**
130-4300	**MATERIALS AND SUPPLIES**			
P26-02703	Uline	Child Nutrition Services	LCAP_2.32 MATL/SUP	107.12
P26-02804	Amazon Com	Child Nutrition Services	LCAP_2.32 MATL/SUP	440.82
			Total:130-4300 MATERIALS AND SUPPLIES	**547.94**
130-4400	**NON-CAP EQUIP ($500-$4,999)**			
P26-02485	Central Restaurant Products	Child Nutrition Services	LCAP_2.32 EQUIP	3,661.29
P26-02538	United Refrigeration Inc	Child Nutrition Services	LCAP_2.32 EQUIP	2,690.67
P26-02754	CN School & Office Sol, Inc Cu lver-Newlin	Child Nutrition Services	LCAP_2.32 EQUIP	2,319.50
			Total:130-4400 NON-CAP EQUIP ($500-$4,999)	**8,671.46**
130-4700	**FOOD**			
P26-02425	R E FRESH PRODUCE LLC	Child Nutrition Services	LCAP_2.32 SUP	7,669.00
P26-02486	CARNITAS EL BROTHER INC	Child Nutrition Services	LCAP_2.32 SUP	3,648.95
P26-02539	Epmov, Inc. dba. Farm Cart Org anics	Child Nutrition Services	LCAP_2.32 SUP	287,500.00
P26-02577	Cortez Family Farm Inc.	Child Nutrition Services	LCAP_2.32 SUP	16,360.00
P26-02742	Cortez Family Farm Inc.	Child Nutrition Services	LCAP_2.32 SUP	15,780.00
P26-02743	Cortez Family Farm Inc.	Child Nutrition Services	LCAP_2.32 SUP	19,255.00

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Includes Purchase Orders dated 09/29/2025 - 10/20/2025

PO Number	Vendor Name	Location	Description	
P26-02744	R E FRESH PRODUCE LLC	Child Nutrition Services	LCAP_2.32 SUP	16,525.60
			Total:130-4700 FOOD	**366,738.55**
130-5200	**TRAVEL AND CONFERENCE**			
P26-02477	PASADENA ROBLES ACQUISITION HI LTON PASADENA	Child Nutrition Services	LCAP_2.32 HOTEL/CONF	2,273.82
			Total:130-5200 TRAVEL AND CONFERENCE	**2,273.82**
130-5800	**PROFESSIONAL/CONSULTING SERV**			
P26-02391	Ventura Co Star	Child Nutrition Services	LCAP_2.32 SERV	1,254.62
			Total:130-5800 PROFESSIONAL/CONSULTING SERV	**1,254.62**
130-6400	**EQUIPMENT**			
P26-02426	On Premise Products Inc. dba S erveSmart K-12 Products	Child Nutrition Services	LCAP_2.32 EQUIPMENT	21,313.28
P26-02451	On Premise Products Inc. dba S erveSmart K-12 Products	Child Nutrition Services	LCAP_2.32 EQUIP	19,743.03
			Total:130-6400 EQUIPMENT	**41,056.31**
130-9320	**STORES**			
NP26-00019	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32 MATL/SUP	15,741.81
NP26-00020	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	2,615.50
NP26-00021	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	5,287.23
NP26-00022	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	34,271.20
NP26-00023	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 SUP	1,523.62
NP26-00024	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32 MATL/SUP	5,798.12
NP26-00025	Gold Star Foods	Child Nutrition Services	LCAP_2.32 MATL/SUP	2,494.00
NP26-00026	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	9,279.60
NP26-00027	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32 MATL/SUP	6,920.67
NP26-00028	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32 MATL/SUP	1,966.50
NP26-00029	Calif Dept Of Educ	Child Nutrition Services	LCAP_2.32 SUP	68.25
NP26-00030	Sysco Food Services Of Ventura	Child Nutrition Services	LCAP_2.32 MATL/SUP	1,703.00
NP26-00031	Gold Star Foods	Child Nutrition Services	LCAP_2.32 SUP	5,834.40

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PO Number	Vendor Name	Location	Description	
NP26-00032	Imperial Bag & Paper Co. LLC P And R Paper Supply Co	Child Nutrition Services	LCAP_2.32 MATL/SUP	4,880.02
			Total:130-9320 STORES	**98,383.92**
140-6173	**SITE & LAND IMPROVEMENTS**			
P26-02436	PLAYCORE WISCONSIN INC GAMETIM E	Facilities	LCAP_2.34 Def Maint/Site Land/ S Miguel Playground	12,362.73
P26-02437	GREAT WESTERN INSTALLATIONS IN C	Facilities	LCAP_2.34 Def Maint/ Site Land / S Miguel	13,183.43
P26-02769	Gametime, Inc	Facilities	Def Maint / Installation / Ritchen	99,152.00
P26-02770	Gametime, Inc	Facilities	Def Maint / Installation / Harrington	23,644.00
			Total:140-6173 SITE & LAND IMPROVEMENTS	**148,342.16**
215-4300	**MATERIALS AND SUPPLIES**			
P26-02456	Allcable Inc	Information Technology	Bond/MTLS (MCA)	42.61
P26-02458	Allcable Inc	Information Technology	Bond/MTLS (RIT)	42.61
P26-02464	Amazon Com	Information Technology	Bond/ MTLS (MCA)	333.49
P26-02472	CDW G	Information Technology	Bond/ MTLS (MCA)	2,646.91
P26-02482	Apple Computer Inc	Information Technology	Bond/MTLS (MCA)	1,534.26
P26-02483	Apple Computer Inc	Information Technology	Bond/MTLS (RIT)	1,150.70
P26-02488	CDW G	Information Technology	Bond/MTLS (RIT/McAu)	1,966.50
			Total:215-4300 MATERIALS AND SUPPLIES	**7,717.08**
215-4400	**NON-CAP EQUIP ($500-$4,999)**			
P26-02471	CDW G	Information Technology	Bond/MTLS (MCA)	7,090.35
			Total:215-4400 NON-CAP EQUIP ($500-$4,999)	**7,090.35**
215-6280	**CONSTRUCTION TESTING**			
P26-02777	CONSTRUCTION TESTING & ENG DBA UNIVERSAL ENG. SCIENCE	Facilities	BOND/GEOTECH SVCS (FRE RECONST)	23,500.00
			Total:215-6280 CONSTRUCTION TESTING	**23,500.00**
350-4400	**NON-CAP EQUIP ($500-$4,999)**			
P26-02487	CDW G	Information Technology	Bond/MTLS (Marina West)	48,078.70
			Total:350-4400 NON-CAP EQUIP ($500-$4,999)	**48,078.70**
350-6250	**OTHER COSTS/PLANNING**			
P26-02779	VIOLA INC.	Facilities	BOND/MEASURE I (DRIFFILL WATER FOUNTAIN PROJECT)	4,806.47

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Includes Purchase Orders dated 09/29/2025 - 10/20/2025

PO Number	Vendor Name	Location	Description	
			Total:350-6250 OTHER COSTS/PLANNING	**4,806.47**
350-6270	**MAIN BUILDING CONTRACT**			
P26-02778	ENVIROPLEX INC.	Facilities	BOND/MEASURE I (DRIFFILL WATER FOUNTAIN PROJECT)	5,865.00
			Total:350-6270 MAIN BUILDING CONTRACT	**5,865.00**
		Total Number of POs	**436** **Total**	**6,294,176.83**

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	390	5,529,850.45
		Total Fiscal Year 2026	**5,529,850.45**
130	CAFETERIA FUND	30	518,926.62
		Total Fiscal Year 2026	**518,926.62**
140	DEFERRED MAINTENANCE FUND	4	148,342.16
		Total Fiscal Year 2026	**148,342.16**
215	BOND FUND MEASURE I 2022	9	38,307.43
		Total Fiscal Year 2026	**38,307.43**
350	COUNTY SCHOOL FACILITY FUND	3	58,750.17
		Total Fiscal Year 2026	**58,750.17**
		Total	**6,294,176.83**

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Includes Purchase Orders dated 09/29/2025 - 10/20/2025

PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
010-4300	**MATERIALS AND SUPPLIES**			
P26-00391	3,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P26-00419	30,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	20,000.00
P26-01076	10,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
P26-01172	1,243.68	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	588.32-
P26-01248	236.42	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	8.34-
P26-01286	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	911.42
P26-01447	10,979.87	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,757.42
P26-01451	5,108.42	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,310.93
P26-01802	77.35	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	23.87
P26-02117	191.20	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	15.48
P26-02147	109.58	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	50.05-
P26-02208	161.05	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	15.50
P26-02254	500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	250.00
P26-02255	500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	250.00
P26-02280	130.53	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	31.88-
			Total:010-4300 MATERIALS AND SUPPLIES	**30,356.03**
010-4400	**NON-CAP EQUIP ($500-$4,999)**			
P26-01337	7,414.63	010-4400	GENERAL FUND/NON-CAP EQUIP ($500-$4,999)	1,245.61-
			Total:010-4400 NON-CAP EQUIP ($500-$4,999)	**1,245.61-**
010-5200	**TRAVEL AND CONFERENCE**			
P26-00675	469.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	812.63-
P26-00812	3,018.07	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	243.49
P26-01698	457.48	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	9.73
P26-01778	100.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	50.00-
P26-01866	721.54	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	17.54
			Total:010-5200 TRAVEL AND CONFERENCE	**591.87-**
010-5220	**BOARD MEMBER AREA 5- GONZALES**			
P26-00812	3,018.07	010-5220	GENERAL FUND/BOARD MEMBER AREA 5- GONZALES	346.89-
			Total:010-5220 BOARD MEMBER AREA 5- GONZALES	**346.89-**
010-5223	**BOARD MEMBER AREA 2- MELANEPHY**			
P26-00812	3,018.07	010-5223	GENERAL FUND/BOARD MEMBER AREA 2- MELANEPHY	.09-
			Total:010-5223 BOARD MEMBER AREA 2- MELANEPHY	**.09-**
010-5600	**RENTALS, LEASES AND REPAIRS**			
P26-00379	13,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	3,000.00
P26-00564	23,973.28	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	3,617.60
			Total:010-5600 RENTALS, LEASES AND REPAIRS	**6,617.60**

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

Includes Purchase Orders dated 09/29/2025 - 10/20/2025

PO Changes (continued)

	New PO Amount	Fund/ Object	Description	Change Amount
010-5632	**REPAIRS**			
P26-00290	3,000.00	010-5632	GENERAL FUND/REPAIRS	1,000.00
			Total:010-5632 REPAIRS	**1,000.00**
010-5800	**PROFESSIONAL/CONSULTING SERV**			
P26-00246	13,095.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,500.00
P26-00314	6,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00
P26-00548	40,006.19	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	228.86
P26-02314	1,583.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	173.00
			Total:010-5800 PROFESSIONAL/CONSULTING SERV	**3,901.86**
010-5899	**ATTORNEY FEES**			
P26-00467	425,000.00	010-5899	GENERAL FUND/ATTORNEY FEES	400,000.00-
			Total:010-5899 ATTORNEY FEES	**400,000.00-**
140-6200	**BUILDINGS AND IMPROVEMENTS**			
P26-00532	512,493.00	140-6200	DEFERRED MAINTENANCE FUND/BUILDINGS AND IMPR(	45,000.00
			Total:140-6200 BUILDINGS AND IMPROVEMENTS	**45,000.00**
			Total PO Changes	**315,308.97-**

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Consent Agenda

Acceptance of Gifts (DeGenna)

The D.L. Fresh Foundation would like to support the Lost Boyz and Bellez after school mentoring club at R.J Frank Academy. Teacher Crystal Reagan has run the club after school for multiple years and this year, there are over 100 students signed up. The foundation will provide after-school support, enrichment opportunities, and supplies for the club. We appreciate D.L. Fresh and their dedication and support to the Oxnard Community.

FISCAL IMPACT:
$15,000.00 from D.L. Fresh Foundation

RECOMMENDATION:
It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the D.L. Fresh Foundation, as outlined above.

ADDITIONAL MATERIALS:

Attached: Donation Letter (1 page)

OXNARD SCHOOL DISTRICT

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

To: Dr. Ana DeGenna, Superintendent
From: Tyler Higa, Principal R.J. Frank
Date: September 24, 2025
Reg: D.L. Fresh Donation of $15,000

The D.L. Fresh Foundation would like to support the Lost Boys and Bellez after school mentoring club at R.J. Frank Academy. Teacher, Crystal Reagan, has run the club after school for multiple years, and this year, there are over 100 students signed up.

Frank Academy has received a donation of $15,000 from D.L. Fresh Foundation. The total value of the donation will be used to provide after-school support, enrichment opportunities, and supplies for the Lost Boyz and Bellez Club.

It is respectfully requested that the Board of Trustees accept the donation from D.L. Fresh Foundation, as presented, to be placed on the next available Board agenda.

Thank you.

Tyler Higa
Principal R.J. Frank

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #25-156 – St. Anthony's School - Private School Title III Allocation (Fox/Thomas)

The Oxnard School District will provide services to St. Anthony's School, a private school located within the geographic boundaries of our school district. It is a state mandate that school districts that receive a Title III English Learner (EL) Student Program Subgrant are required to serve EL students enrolled in private schools whenever the administration of a private school requests to participate in the program. The district develops an MOU with each participating school. The MOU should include a description of the materials, services, and/or products to be provided, the estimated costs, and the dates they are to be provided.

Terms of Agreement: November 6, 2025 through June 30, 2026

FISCAL IMPACT:
$7,174.00 – Title III 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/MOU #25-156 with St. Anthony's School.

ADDITIONAL MATERIALS:

Attached: Agreement #25-156, St. Anthony's School (2 Pages)

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

Memorandum of Understanding #25-156
Every Student Succeeds Act Title III

Providing English Learner Student Programs and Services to Private Schools

2025-2026 School Year

Section 1: General

St. Anthony's School has notified the **Oxnard School District** of a request to participate in the English Learner (EL) Student Program funded under the Elementary and Secondary Education Act, as amended by Every Student Succeeds Act, Title III, Part A for the 2025-2026 school year. The Private School is located within the geographic jurisdiction of this school district.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by the **Oxnard School District** to **St. Anthony's School** in order to serve the EL students enrolled in the private school.

Section 2: Identification of Students

The Private School identified 50 students using the tool for identifying EL students. EL students were identified on 9-5-25.

Based on the number of EL students identified, the school district generated **$7,174.00** for programs, products, and services for these students.

The EL student identification process consisted of the administration of a Home Language Survey (HLS) followed by the administration of the English proficiency assessment used for those students for whom a language other than English was entered on the HLS. The assessment is selected and approved by the private school after consultation with the school district. **St. Anthony's School** shall determine when EL students become fluent English proficient.

Section 3: Services to be Provided
(In this section, list the materials, programs, and services the **Oxnard School District** will provide with at least the amount of funds generated by the private school.)

The following materials and programs are requested:

We are requesting additional technology programs for our students and Literature books to enhance students' comprehension.

The Oxnard School District will provide the following:

Opportunities to attend effective professional development workshops.

Section 4: Roles and Responsibilities
(In this section, identify how, where, when, and who will provide the services.)

Primary language literature will be ordered from Scholastics on or before November 15

Teachers at the private school will have the opportunity to attend any scheduled professional development sponsored by the Oxnard School District in the 2025-2026 school year. A professional development calendar with all offerings is made available to them.

Section 5: Other Services

As part of the ongoing consultation process, representatives of the **Oxnard School District** and **St. Anthony's School** shall meet during the school year in which services are being provided to discuss the delivery and effectiveness of services provided to EL students. The private school shall determine if any changes are needed in the program during the current or next school year.

Section 6: Other provisions

Both parties of this MOU shall fulfill the conditions listed herein. All products, programs, and services will be paid for by the **Oxnard School District**. The private school will not receive funds directly.

Section 7: Signatures of authorized representatives

For **St. Anthony School**:

Name: ____Deacon Henry Barajas_____Phone No: _805-487-5317_____

Signature: _____ Date: _____

Title: _Principal_____

For **Oxnard School District**:

Name: _Melissa Reyes_____Phone No:_805-385-1501_____

Signature: _____ Date: _____

Title: _Director, Purchasing_____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #25-157 – Our Lady of Guadalupe School - Private School Title III Allocation (Fox/Thomas)

The Oxnard School District will provide services to Our Lady of Guadalupe School, a private school located within the geographic boundaries of our school district. It is a state mandate that school districts that receive a Title III English Learner (EL) Student Program Subgrant are required to serve EL students enrolled in private schools whenever the administration of a private school requests to participate in the program. The district develops an MOU with each participating school. The MOU should include a description of the materials, services, and/or products to be provided, the estimated costs, and the dates they are to be provided.

Terms of Agreement: November 6, 2025 through June 30, 2026

FISCAL IMPACT:
$4,617.00 – Title III 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/MOU #25-157 with Our Lady of Guadalupe School.

ADDITIONAL MATERIALS:

Attached: Agreement #25-157, Our Lady of Guadalupe School (2 Pages)

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

Memorandum of Understanding #25-157
Every Student Succeeds Act Title III

Providing English Learner Student Programs and Services to Private Schools

2025-2026 School Year

Section 1: General

Our Lady of Guadalupe School has notified the **Oxnard School District** of a request to participate in the English Learner (EL) Student Program funded under the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, Title III, Part A for the 2025-2026 school year. The Private School is located within the geographic jurisdiction of this school district.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by the **Oxnard School District** to **Our Lady of Guadalupe School** in order to serve the EL students enrolled in the private school.

Section 2: Identification of Students

The Private School identified 34 using the tool for identifying EL students. EL students were identified on September 3rd, 2025.

Based on the number of EL students identified, the school district generated **$4,617.00** for programs, products, and services for these students.

The EL student identification process consisted of the administration of a Home Language Survey (HLS) followed by the administration of the STAR assessment and SFA formal roots assessments for those students for whom a language other than English was entered on the HLS. The assessment is selected and approved by the private school after consultation with the school district. **Our Lady of Guadalupe School** shall determine when EL students become fluent English proficient.

Section 3: Services to be Provided

(In this section, list the materials, programs, and services the **Oxnard School District** will provide with at least the amount of funds generated by the private school.)

The following materials and programs are requested:
Manipulatives, literature, technological equipment, and training for educators for multilingual support.

The Oxnard School District will provide the following:

Opportunities to attend effective professional development workshops.

Section 4: Roles and Responsibilities

(In this section, identify how, where, when, and who will provide the services.)

The OLG administrative team will train educators/facilitators to utilize all services during intervention and afterschool programs such as tutoring and extra support. This also includes teachers using this support to assist in multilingual support during core classes.

Teachers at the private school will have the opportunity to attend any schedule professional development sponsored by the Oxnard School District in the 2025-2026 school year. A professional development calendar with all offerings is made available to them.

Section 5: Other Services

As part of the ongoing consultation process, representatives of the **Oxnard School District** and **Our Lady of Guadalupe School** shall meet during the school year in which services are being provided to discuss the delivery and effectiveness of services provided to EL students. The private school shall determine if any changes are needed in the program during the current or next school year.

Section 6: Other provisions

Both parties of this MOU shall fulfill the conditions listed herein. All products, programs, and services will be paid for by the **Oxnard School District**. The private school will not receive funds directly.

Section 7: Signatures of authorized representatives

For **Our Lady of Guadalupe School**:

Name: Lionel Garcia Phone No: 805-483-5116

Signature: _____ Date: _____

Title: Principal

For **Oxnard School District**:

Name: Melissa Reyes Phone No: 805-385-1501

Signature: _____ Date: _____

Title: Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Academic Agreement

Agreement/MOU #25-158 – Santa Clara Elementary School - Private School Title III Allocation (Fox/Thomas)

The Oxnard School District will provide services to Santa Clara Elementary School, a private school located within the geographic boundaries of our school district. It is a state mandate that school districts that receive a Title III English Learner (EL) Student Program Subgrant are required to serve EL students enrolled in private schools whenever the administration of a private school requests to participate in the program. The district develops an MOU with each participating school. The MOU should include a description of the materials, services, and/or products to be provided, the estimated costs, and the dates they are to be provided.

Terms of Agreement: November 6, 2025 through June 30, 2026

FISCAL IMPACT:
$2,639.00 – Title III 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/MOU #25-158 with Santa Clara Elementary School.

ADDITIONAL MATERIALS:

Attached: Agreement #25-158, Santa Clara Elementary School (2 Pages)

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

Memorandum of Understanding #25-158
Every Student Succeeds Act Title III

Providing English Learner Student Programs and Services to Private Schools

2025-2026 School Year

Section 1: General

Santa Clara Elementary School has notified the **Oxnard School District** of a request to participate in the English Learner (EL) Student Program funded under the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, Title III, Part A for the 2025-2026 school year. The Private School is located within the geographic jurisdiction of this school district.

This Memorandum of Understanding (MOU) contains a description of the nature and scope of services and products to be provided by the **Oxnard School District** to **Santa Clara Elementary School** in order to serve the EL students enrolled in the private school.

Section 2: Identification of Students

The Private School identified 46 using the tool for identifying EL students. EL students were identified on 9/17/25.

Based on the number of EL students identified, the school district generated **$2,639.00** for programs, products, and services for these students.

The EL student identification process consisted of the administration of a Home Language Survey (HLS) followed by the administration of the Star Testing assessment those students for whom a language other than English was entered on the HLS. for those students for whom a language other than English was entered on the HLS. The assessment is selected and approved by the private school after consultation with the school district. **Santa Clara Elementary School** shall determine when EL students become fluent English proficient.

Section 3: Services to be Provided

(In this section, list the materials, programs, and services the **Oxnard School District** will provide with at least the amount of funds generated by the private school.)

The following materials and programs are requested:

Santa Clara Elementary will be seeking supplemental phonics and language acquisition resources in print and digital formats, including books, materials, and software. In addition, we are seeking parent and family engagement activities.

The Oxnard School District will provide the following:

Opportunities to attend effective professional development workshops.

Section 4: Roles and Responsibilities

(In this section, identify how, where, when, and who will provide the services.)

Santa Clara Elementary School will order primary language literature from Scholastic and delivered to Santa Clara Elementary. These resources will be in use for the 2025-2026 school year.

Teachers at the private school will have the opportunity to attend any scheduled professional development sponsored by the Oxnard School District in the 2025-2026 school year. A professional development calendar with all offerings is made available to them.

Section 5: Other Services

As part of the ongoing consultation process, representatives of the **Oxnard School District** and **Santa Clara Elementary School** shall meet during the school year in which services are being provided to discuss the delivery and effectiveness of services provided to EL students. The private school shall determine if any changes are needed in the program during the current or next school year.

Section 6: Other provisions

Both parties of this MOU shall fulfill the conditions listed herein. All products, programs, and services will be paid for by the **Oxnard School District**. The private school will not receive funds directly.

Section 7: Signatures of authorized representatives

For **Santa Clara Elementary School**:

Name: Jennifer Lozano Phone No: 805-483-6935

Signature: _____ Date: _____

Title: Principal

For **Oxnard School District**:

Name: Melissa Reyes Phone No: 805-385-1501

Signature: _____ Date: _____

Title: Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-159, Cardea Services (Fox/Anguiano)

Cardea Services will provide four professional development sessions, both in-person and online, for all 7th grade Science teachers including those in general and special education. These trainings will support compliance with the California Healthy Youth Act (CHYA) by strengthening teachers' ability to provide effective, inclusive, and equitable sexual health education to 7th grade students districtwide.

Terms of Agreement: November 6, 2025 through June 30, 2026

FISCAL IMPACT:
$13,000.00 – General Funds

RECOMMENDATION:
It is the recommendation of the Director, Teaching and Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-159 with Cardea Services.

ADDITIONAL MATERIALS:

Attached: Agreement #25-159, Cardea 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

25-159

Contract Number

This Services Agreement (the "Agreement") is made and entered into November 5, 2025 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and Cardea Services, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Cardea Services	206-447-9538
Provider	Telephone Number
1809 7th Ave. #410	hwinig@cardeaservices.org
Street Address	E-mail Address
Seattle, WA 98101	
City, State, Zip code	Tax Identification or Social Security Number

Services

Provide four professional development sessions for all 7th grade Science teachers, to ensure compliance with the California Healthy Youth Act per attached Proposal.

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

November 6, 2025 - June 30, 2026	TBD	TBD
Date(s) of Service	Hour(s) of Service	Location

Fees

Compensation for Services	$ 13,000.00
Other Ancillary Cost, as applicable	$ 0.00
Total not to Exceed	$ 13,000.00

☑ 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:
    - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
    - Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
    - Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider's officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: https://vcrma.org/consumer-food-protection

❑ Mobile Food Facility permit ❑ Temporary Food Facility permit ❑ Exempt – must show documentation

Date checked by school official: _____initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party's legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. 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

Melissa Reyes		
Director, Purchasing	Signature	Date

Cardea

Proposal to Oxnard School District
Technical Assistance and Professional Development to Ensure Compliance with the California Health Youth Act

Proposal

Cardea is pleased to submit this proposal to Oxnard School District to support effective and equitable implementation of the California Healthy Youth Act (CHYA).

Cardea is a national, women of color-led organization with over 50 years of experience in social impact evaluation, policy advancement, capacity development and professional learning. Cardea's staff members work with a wide range of health and human service organizations, including state and local health and education agencies, school districts, and other youth serving organizations. We envision a world in which optimal health and well-being, equity, and justice are realities for all communities, and our mission is to address complex program, policy, and systems issues by co-creating solutions that center community strengths and wisdom. At each step, we engage our partners—from the communities and clients they serve to staff and leadership to funders—in a co-designed and culturally proficient process to ensure that equity, social justice, and centering community voice remain central to our work. Along with expertise in a range of topics related and sexual and reproductive health and rights, our team has extensive experience supporting organizations in the implementation of high quality sexual health education services.

Cardea has supported the Oxnard School District for a number of years by including Oxnard teachers in our Core Skills and Curriculum Review Public Open Enrollment Educator Trainings, and by providing recorded curriculum previews of the Positive Prevention Plus Middle School Curriculum for parents and caregivers to review at their convenience. In 2025-2026, Oxnard School District will be upgrading to the 2025 Middle School edition of the curriculum. As the CA Department of Education strongly recommends that sexual health education teachers are retrained every three years, together with the Oxnard School District leadership, we decided it was prudent to bring back the veteran educators for a Booster/ Refresher Training, as well as a training in the 2025 edition.

We propose the following options of services for OSD this year.

- **In person, customized advanced core skills booster training with additional updates on the new 2025 edition of Positive Prevention Plus** for all Middle School Teachers on December 3, 2025.
- **Virtual Open Enrollment Core Skills trainings for teachers who are new to sexual health education.** The new teachers will join a public, open enrollment training for the Core Skills section of the training, and then will participate in the day long Advanced Core Skills and Curriculum Review in December.
- **Virtual Open Enrollment Core Skills and Curriculum Review trainings for SPED teachers** who are using the Positive Prevention Plus Special Populations curriculum

- **Recorded Curriculum Previews for Parents and Caregivers.** Cardea believes that schools provide medically accurate, fact-based information and skills to students, and parents and guardians share family values and belief systems, and set limits for their individual children in accordance with their values. Cardea will support Oxnard School District to educate parents and caregivers on what the curriculum offers, and ways that they can support their own children at home and outside of school.

Cardea

1809 7th Ave #410
Seattle, WA 98101-4403
cardeaservices.org | 206-447-9538

QUOTE

Partner	Quote ID	QUO-01195-V7V7Y2 - 0
Oxnard School District	Quote Date	9/16/2025 3:56 PM

Item	Item Number	Quantity	Unit Price	Ext Price
In-person Advanced Core Skills Booster with customized Positive Prevention Plus 2025 Curriculum Update		1	$6,000.00	$6,000.00
Registration for open enrollment Core Skills for Sex Ed training for up to ten new teachers		10	$150.00	$1,500.00
Travel and lodging costs for an in person training		1	$1,000.00	$1,000.00
Registration for up to fifteen educators for the Positive Prevention Plus Special Populations Core Skills and Curriculum Review training		15	$300.00	$4,500.00

Cardea Staff Contact

Heidi Winig
Program Director
hwinig@cardeaservices.org

Subtotal	**$13,000.00**
Freight	
Sales Tax ()	$0.00
TOTAL	**$13,000.00**

Notes / Description

in person Professional Development for veteran sex ed teachers to be updated on biomedical advances and related policy updates, as well as to update on 2025 edition of Positive Prevention Plus training (December 3, 2026)
Additional Core Skills Training for teachers who are new to sex ed (TBD)
Open Enrollment PD for Core Skills and Curriculum Review for SPED teachers (March 4 &5)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Academic Agreement

Agreement #25-160 – Island Packers (Fox/Higa)

Island Packers will provide a guided whale-watching field trip for Frank Middle School's 7th and 8th grade Marine Science students. During the excursion, Island Packers' safety-trained staff will lead an outdoor, curriculum-aligned Marine Science lesson on board the vessel. This program combines real-world observation with hands-on, experiential learning delivered in person during the boat trip.

The purpose of this field trip is to provide students with an engaging and educational experience that directly connects to their Marine Science curriculum. Through the expertise of Island Packers' trained personnel, students will participate in interactive learning activities while exploring marine wildlife and ecosystems—an invaluable real-world experience that extends beyond the classroom environment.

Date of Service: January 29, 2026

FISCAL IMPACT:
$4,080.00 - Title 1 Funds

RECOMMENDATION:
It is the recommendation of the Principal at Frank, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-160 with Island Packers.

ADDITIONAL MATERIALS:

Attached: Agreement #25-160, Island Packers Co. (15 Pages)
Proposal (3 Pages)

SERVICES AGREEMENT

Requisition Number

Purchase Order Number

25-160

Contract Number

This Services Agreement (the "Agreement") is made and entered into this 5th day of November, 2025 by and between Oxnard School District (hereinafter referred to as "District") and Superboat, Inc. DBA Island Packers, (hereinafter referred to as "Provider.")

PROVIDER.

Superboat, Inc. DBA Island Packers	805-642-1393
Provider	Telephone Number
1691 Spinnaker Dr., Ste 105B	805-642-6573
Street Address	Fax Number
Ventura, Ca 93001	groupcharters@islandpackers.com
City, State, Zip code	E-mail Address
77-0542056	
Tax Identification or Social Security Number	License Number (if applicable)

A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").

B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS**. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

2. **NATURE OF RELATIONSHIP**. The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

   a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.

   b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES**. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

   Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE**. The term of this Agreement shall commence on January 29, 20 26, and terminate on January 29, 20 26. 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 affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

8. **TERMINATION OR AMENDMENT**. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

   The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE**. Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:

   a. Personal delivery;

   b. Overnight commercial courier;

   c. Certified or registered prepaid U.S. mail, return receipt requested; or

   d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (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:

Oxnard School District	Superboat, Inc. DBA Island Packers
District	Provider
Attn: Tyler Higa	Attn: Monica Baker
1051 South A Street	1691 Spinnaker Dr., Ste 105B
Street	Street
Oxnard, Ca 93030	Ventura, Ca 93001
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:

	Each Occurrence	Aggregate
High risk events or activities	$ 2,000,000.00	$ 4,000,000.00

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.

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:

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

f. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

g. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the district.

h. 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	Superboat, Inc. DBA Island Packers
District	Provider
By: _____	_____
Signature	Signature
Melissa Reyes	
Name	Name
Director, Purchasing	
Title	Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

Field trip for Winter Whale Watching on January 29, 2026.

WORK SCHEDULE:

Dates: January 29, 2026

SCHEDULE OF FEES

FEES:

Compensation for Services	$ 4,080.00
Actual and Necessary Travel Expenses	$ 0.00
Other Expenses	$ 0.00
Total Amount not to Exceed	$ 4,080.00
Deposit	$ 0.00
Balance Due after Completion of Services	$ 0.00

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

PAYMENT SCHEDULE:

Invoices to be submitted to Tyler Higa at thiga@oxnardsd.org and accountspayable@oxnardsd.org
Net 30 Terms

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: November 5, 2025

Provider: Superboat, Inc. DBA Island Packers

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: _____

Docusign Envelope ID: 1EC5D5D4-D124-4F1A-8FCE-D777919A55B3

Since 1968

Education
Floating Classroom
Service Agreement

Booking # **310770633**

TRIP INFORMATION

Review Date, Time & Destination. Please notify us if incorrect.

Harbor of Departure: **Ventura Harbor- 1691 Spinnaker Drive - Ventura - CA 93001**

Departure Date: **Thursday, January 29, 2026** | Vessel: Island Explorer

Departure Time: **10:00 AM** | Check In Time: **9:15 AM** | Depart Island: N/A | Return to Dock: **1:30 PM**

Education Destination **Winter Whale Watching**

Comments:

Arriving by bus? Yes — I acknowledge my group needs to arrive **45 mins** prior to departure — Initial:

RESERVED FOR Please review and correct any wrong information prior to signing and returning. # of Classes N/A

Primary Contact

Last Name Alstot | First Name Erika | School RJ Frank Academy | Grade 7 & 8

Phone (805) 385-1536 x | Cell (805) 794-1483 | Email ealstot@oxnardsd.org

Secondary Contact

Last Name Higa | First Name Tyler

Phone | Cell | Email thiga@oxnardsd.org

FINANCIAL INFORMATION:

All payment terms must be met by specified due date.

Number of Seats Reserved **120** | Cost Per Person (Student/Teacher/Chaperone) **$34.00** | **Total $4,080.00**

A Deposit of **$816.00** | Is Due By **11/03/25** | **Balance Due By** **1/15/26**

A purchase order from my school/district, ASB or PTA account will be used. I understand that all cancellation/reduction policies still apply. A cancellation fee of 20% of the value of the trip will be invoiced against the P.O. if canceled within 30 days of the trip. The purchase order must be received by Island Packers within **21 days of receipt of this document.** An invoice with net 30 day terms will be sent following your trip.

Regardless of your method of payment your ***FINAL PASSENGER COUNT*** is due by: **1/15/2026**

Failure to reduce your passenger count before the date above will result in paying for all unfilled seats regardless of payment method.

P.O. # or Additional Payment Information: If purchase number is provided by 11/3/25, we can waive the deposit and balance due dates and bill your school after the trip.

No individual checks/payments are permitted.

CANCELLATION POLICY

Cancellations made 30 days or more prior to the trip date will receive a full refund including deposit. Cancellations within 30 days prior to the trip will forfeit the 20% deposit paid, or will be billed the 20% deposit. Full payment for all reservations held is due by the final due date or 2 weeks prior to departure date, whichever comes first. Any reductions of your passenger count made less than 2 weeks prior to the trip date must be less than 15% of the number of passenger spaces reserved to receive any refund.
No refunds for cancellations or no shows less than 72 hours prior to departure.

You DO NOT have a confirmed trip or reservation until the signed service agreement and required deposit is returned.

In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your departure and your money will be refunded or a credit will be given to use on another trip.

PLEASE READ THIS DOCUMENT CAREFULLY.

I AGREE TO THE TERMS AND CONDITIONS HEREIN _____ DATE _____

Mail all correspondence to: Island Packers - 1691 Spinnaker Drive, Suite 105B - Ventura - CA - 93001
Phone 805-642-1393 Fax 805-642-6573
For **reservation** information or changes: email: groupcharters@islandpackers.com
For **education program** questions: email: education@islandpackers.com

Operator R02 | Date 9/10/2025 | Sent By | S/A Mailed 9/10/25

Docusign Envelope ID: 1EC5D5D4-D124-4F1A-8FCE-D777919A55B3

ISLAND PACKERS
Since 1968

1691 Spinnaker Dr., Ste. 105 B, Ventura, CA, 93001
805-642-1393 Fax 805-642-6573 groupcharters@islandpackers.com

Booking # 310770633

FLOATING CLASSROOM TRIP INFORMATION

Your trip will depart from: Ventura Harbor- 1691 Spinnaker Drive - Ventura - CA 93001

Departure Date: **Thursday, January 29, 2026**

Departure Time **10:00 AM** **Arrive for Check-In at** **9:15 AM**

Island Departure Time is **N/A** **Return to the Harbor at** **1:30 PM** **Time is Approximate**

Floating Classroom Destination	**Winter Whale Watching**

MANIFEST

The U.S. Coast Guard requires a passenger manifest with the **name** and **emergency phone number** for **ALL PERSONS** boarding the boat. Please use enclosed manifest form. Boarding passes will be given based on the number of confirmed names on your manifest. Bring the completed manifest with you on the day of your trip.

EDUCATION

It is our goal to provide a fun and educational experience for your class that provides a curriculum relating to your classroom studies. Our web site, islandpackers.com, has educational information available under "More Info; K-12 Trips". You may contact our Education Coordinator at Education@islandpackers.com or at 805-642-1393 ext. 306

ARRIVAL & CHECK IN

Please arrive at least 45 minutes prior to departure time. Gather your group together outside of the office. **A maximum of six students are allowed in the retail area at a time and must be accompanied by a chaperone.** Check-in at the office with your manifest and final details. Approximately 20 minutes before departure, a crew member will meet with your group and give a boat orientation and safety talk. The captain will review this information again onboard the boat.

GENERAL PREPARATION

All students and chaperones should dress for outdoor activities and wear sturdy, closed shoes with good grip soles for safety and comfort. Dress in layers appropriate for the current weather. Participants may also bring cameras, binoculars, note pads and wooden pencils (no plastic pens as they do not degrade if lost). Please leave all electronic games and personal music systems at home.

FOOD AND DRINK

Participants should bring a bag lunch if the trip length necessitates. All trash must be taken off the island by participants. Sunflower Seeds, Gum and Fire Hot Cheetos or Takis are not permitted.

WEATHER CANCELATION POLICY

In case of unfavorable weather or sea conditions, Island Packers will cancel at **5:30 AM** on the day of your trip. On the morning of your departure, **after 5:30 AM**, please call **805-642-1393**, select option **4** and listen for the status of your trip. Island Packers will not call you if the trip is canceled due to weather.

DRIVING DIRECTIONS & ADDITIONAL INFORMATION

Please refer to the enclosed map and directions for your harbor of departure. **Ventura Harbor charges for parking Fridays, Saturdays, Sundays and holidays. Please see their web site for more information: https://venturaharbor.com/parking/**

If you have questions regarding this reservation, contact our Reservation Desk 805-642-1393 ext. 0 or groupcharters@islandpackers.com

ISLAND PACKERS
Since 1968

1691 Spinnaker Drive, Suite 105B, Ventura, CA 93001

Phone 805-642-1393 Fax 805-642-6573

Invoice Date
9/10/2025

INVOICE

Booking # 310770633 | Please indicate booking number on all correspondence or payment. | Account #

RJ Frank Academy | Phone (805) 385-1536 x

Erika Alstot | Fax

E-mail ealstot@oxnardsd.org

Destination **Winter Whale Watching** | Date of Trip 1/29/2026

Description of Service Provided	Cost Each	Quantity	Total Cost
Floating Classroom	$34.00	120	$4,080.00

Total of all Charges $4,080.00

Balance Due to Island Packers **$4,080.00**

Comments:
Deposit of $816 due by 11/03/25. Final balance due by 1/15/26. If paying via credit card, please call our office at 805-642-1393x0 and speak with any reservationist. If paying via check, please make payable to Superboat, Inc. dba Island Packers and send to 1691 Spinnaker Drive, Suite 105B, Ventura, CA 93001. If a purchase order number is provided to groupcharters@islandpackers.com by 11/3/25, we can waive the deposit and balance due dates and bill your school after the trip.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #25-161 – Disciplina Positiva, Inc. (Fox/Ruvalcaba/Blevins/Ordaz)

Disciplina Positiva, Inc. will provide two in-person phases (six workshops per phase) in Spanish for ELAC parents at Kamala School, as well as one in-person Spanish phase and a conference presentation at Curren School. In addition, the district will host one phase of virtual English workshops in spring 2026 and a parent workshop during OSD's Family Conference on November 15th.

Through Positive Discipline strategies, parents will gain tools to support their children's academic success. All Positive Discipline educators facilitating these workshops are certified by the Positive Discipline Association and have successfully collaborated with multiple local districts, including Oxnard, demonstrating a consistent record of high-quality parent engagement.

Terms of Agreement: November 6, 2025 through June 11, 2026

FISCAL IMPACT:
Total Not to Exceed: $37,000.00

$16,000.00 - Title III Funds (Kamala School)
$11,000.00 - Title I Funds (Curren School)
$10,000.00 – General Funds (District Office)

RECOMMENDATION:
It is the recommendation of the Principal, Kamala School, Principal, Curren School, Manager, Equity, Family, Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #25-161 with Disciplina Positiva, Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #25-161, Disciplina Positiva, Inc. (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

25-161

Contract Number

This Services Agreement (the "Agreement") is made and entered into November 5, 2025 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and Disciplina Positiva Inc., (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Disciplina Positiva Inc.	(714)345-7029
Provider	Telephone Number
1215 N. Earl Circle	disciplinapositivausa@gmail.com
Street Address	E-mail Address
Anaheim, CA 92806	
City, State, Zip code	Tax Identification or Social Security Number

Services

Provide a series of Spanish and English parent workshops with certified Positive Discipline strategies that promote student academic success.

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

November 6, 2025 - June 11, 2026	TBD	Various Locations
Date(s) of Service	Hour(s) of Service	Location

Fees

Compensation for Services	$ 37,000.00
Other Ancillary Cost, as applicable	$ 0.00
Total not to Exceed	$ 37,000.00

☑ 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:
    - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
    - Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
    - Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider's officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: https://vcrma.org/consumer-food-protection

❑ Mobile Food Facility permit ❑ Temporary Food Facility permit ❑ Exempt – must show documentation

Date checked by school official: _____initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party's legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. 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

Melissa Reyes		
Interim Director, Purchasing	Signature	Date

Educating with Love, Dignity & Respect

1215 N Earl Circle
Anaheim, CA 92806
714.345.7029
l.orozco@disciplinapositiva.org
info@disciplinapositiva.org

Proposal Agreement

Date: September 17, 2025

To: **Oxnard School District**
1051 South A Street
Oxnard, CA 93030

Subject: Proposal Agreement between **Oxnard School District** and **Disciplina Positiva** for **Two In-Person Facilitator Workshop Phases** at **Kamala School, a Virtual English District-wide Phase, and a Conference.**

Dates and Time:

Kamala School
In-Person Facilitator
Ph 5: Thur, Nov 6, 13, 20, Dec 4, 11, 18, 2025 from 5:30 - 7:30 pm
Ph 6: Thur, April 16, 23, 30, May 7, 14, 21, 2026 from 5:30 - 7:30 pm

Oxnard School District
Virtual English Phase 1
Dates Time TBD - 6 weeks meeting once a week for 1.5 hours

Oxnard School District
Family Conference
In-Person Nov 15, 2025 for 60 - 90 min

Curren School
In-Person Conference TBD 1.5 hours
In-Person Spanish Phase 1 - 6 weeks meeting once a week for 2 hours

Facilitators: Positive Discipline Certified Parent Educators

Rationale: **Phase 1: Parenting 101- What Parents Must Know About Raising Teens.** Parents will learn valuable parenting techniques for positive discipline to help them handle challenging social and emotional behaviors and mental breakdowns. Additionally, they will gain practical coping skills to manage stress, anxiety, and depression. Lastly, parents will recognize the significance of self-care and how it can enable them to become positive role models in their teenager's life.

Phase 5: The Importance of the Parent-Child and Teen Relationship to a Solid Future Foundation. Parents will discover how to understand their child/teenager's behavior and communicate with them effectively. This can help parents equip their children with the necessary skills to enhance their academic performance, develop responsibility, and improve decision-making abilities.

Phase 6: Building Bridges of Effective Communication with Children and Teens. Parents will learn practical strategies for enhancing communication with their child and teens, fostering a deeper understanding, a stronger connection, and a more positive influence. This will help them build healthy self-esteem, a sense of belonging, and an awareness of contributing positively to others.

Cost: The total cost, not to exceed **$37,000**, will be covered by **Oxnard School District**.

This includes:
Parent Conference: $3,000
Virtual English Phase: $7,000
Kamala School: $16,000
Curren Elementary: Conference - $3,000 & Phase 1 - $8,000

Prepared by: Disciplina Positiva, Inc

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #25-166– Safety Kleen Systems Inc. (Pifko/Bennett)

Safety Kleen Systems Inc. will provide comprehensive pumping services for all Oxnard School District facilities, including but not limited to the cleaning and maintenance of grease traps, stormwater separators, and the disposal of oil and filters. Services shall also include scheduled maintenance of wastewater clarifier systems at Oxnard School District locations where such systems are utilized. Pricing shall be determined based on the actual volume of gallons and solids removed, with final quantities to be measured and verified at the time of service.

Term of Agreement: November 6, 2025 through June 30, 2026

FISCAL IMPACT:
Not to Exceed: $10,000.00 – Routine Restricted Maintenance Funds

RECOMMENDATION:
It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #25-166 with Safety Kleen Systems Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #25-166, Safety Kleen Systems, Inc. (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

25-166
Contract Number

This Services Agreement (the "Agreement") is made and entered into November 5, 2025 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and Safety Kleen Systems, Inc., (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Safety Kleen Systems, Inc.
Provider

805-967-1448
Telephone Number

5310 Overpass Rd.
Street Address

Eric.Cowden@safety-kleen.com
E-mail Address

Santa Barbara, CA. 93111
City, State, Zip code

Tax Identification or Social Security Number

Services

Provide professional pumping and maintenance services, including grease traps, storm water separators, oil and filter disposal, and wastewater clarifier systems, for Oxnard School District locations.

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

November 6, 2025 - June 30,2026	TBD	TBD
Date(s) of Service	Hour(s) of Service	Location

Fees

Compensation for Services	$ 10,000.00
Other Ancillary Cost, as applicable	$ 0.00
Total not to Exceed	$ 10,000.00

☑ 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:
    - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
    - Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
    - Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider's officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: https://vcrma.org/consumer-food-protection

❑ Mobile Food Facility permit ❑ Temporary Food Facility permit ❑ Exempt – must show documentation

Date checked by school official: _____initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party's legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. 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

Melissa Reyes		
Director, Purchasing	Signature	Date

safety-kleen
A Clean Harbors Company

Proposal Overview for

Oxnard School District – Elementary Schools

10/15/2025



Safety-Kleen Systems, Inc.
5310 Overpass Rd.
Santa Barbara, Ca. 93111
10/15/2025

Oxnard School District – Facilities Dept.
1055 S. C Street
Oxnard, Ca. 93030

Please see the estimated quote below for VAC Service.
Note: Quote covers scheduled clarifier maintenance services for Oxnard School District facilities utilizing wastewater clarifier systems. Pricing will be determined by the actual number of gallons and solids; total number of gallons and solids will be determined at the time of service. Services through school year 2025-2026 not to exceed $10,000.

We propose delivering the following services:

Description

- Mobilization of VAC truck and crew to the site
- Site safety setup
- Vacuum removal of sludge, sediment, and debris from the clarifier basin
- Visual inspection of the clarifier for any noticeable issues or buildup
- Waste manifesting, transportation, and disposal at a certified facility
- Demobilization and site cleanup upon completion

All work is performed in compliance with safety regulations and environmental standards. The driver will provide waste documentation and a copy of invoice with all services performed.

- **Services not to exceed $10,000 for 2025-2026 school year.**

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #25-167– Herk Edwards, Inc. (Pifko/Bennett)

Herk Edwards, Inc. will provide installation services for scoreboard replacement units and bleacher repairs, including all required equipment, materials, and supplies, as well as other repairs including gym equipment and lockers, at all Oxnard School District locations as needed.

Term of Agreement: November 6, 2025 through June 30, 2026

FISCAL IMPACT:
Not to Exceed: $50,000.00 – Routine Restricted Maintenance Funds

RECOMMENDATION:
It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #25-167 with Herk Edwards, Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #25-167, Herk Edwards, Inc. (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

25-167

Contract Number

This Services Agreement (the "Agreement") is made and entered into November 5, 2025 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and Herk Edwards, Inc., (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Herk Edwards, Inc.	310-373-0543
Provider	Telephone Number
20655 S. Western Avenue, Ste #120	bsaunders@herkedwards.com
Street Address	E-mail Address
Torrance, CA 90501	
City, State, Zip code	Tax Identification or Social Security Number

Services

Provide installation services for scoreboard replacement units and bleacher repairs, including all required equipment, materials, and supplies, at all Oxnard School District locations.

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

November 6 2025 - June 30,2026	TBD	TBD
Date(s) of Service	Hour(s) of Service	Location

Fees

Compensation for Services	$ 50,000.00
Other Ancillary Cost, as applicable	$ 0.00
Total not to Exceed	$ 50,000.00

☑ 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:
    - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
    - Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
    - Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider's officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: https://vcrma.org/consumer-food-protection

❑ Mobile Food Facility permit ❑ Temporary Food Facility permit ❑ Exempt – must show documentation

Date checked by school official: _____initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party's legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. 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

Melissa Reyes		
Director, Purchasing	Signature	Date

Herk Edwards, Inc.
Seating & Equipment Specialists

Serving California since 1964

October 23, 2025

Mark Gutierrez
Maintenance Manager
Oxnard School District
1051 South A Street, Oxnard, CA 93030
magutierrez@oxnardsd.org
Office: (805) 385-1514 ext. 2510
Mobil: (805) 290-7519

Subject: **HEI Quote – Oxnard School District**

Mark,

I am pleased to submit this quotation for your consideration:

Scope of Work: Provide future services to the Oxnard School District to be billed as scopes are defined and as needed, up to but not exceed $50,000.

Scope may include repair, servicing, or replacement, as it may apply to one or more of the following:

- Bleachers
- Grandstands
- Fixed Seating
- Portable Seating
- Gym Equipment
- Scoreboards
- Lockers

Future Services for HEI associated products…. **Total: $ 50,000.00 .**

The quoted pricing listed above is inclusive of materials, labor, tax, and freight. This proposal is Not to Exceed $50,000.

Terms & Conditions:

1. Prices quoted are based on furnishing the above-described equipment in accordance with the manufacturer's published standard construction specifications and installation instructions.
2. Prices quoted are valid for purchase until 11/23/25 for immediate release and shipment in accordance with production schedules current at time of release.
3. Canceled orders prior to fabrication are subject to a 15% cancellation charge.
4. Terms are 25% down, 75% upon installation.

Travis Edwards

Travis Edwards
HERK EDWARDS, INC.

Herk Edwards, Inc.
Seating & Equipment Specialists

Serving California since 1964

SCOPE OF WORK/QUOTATION
ATTACHMENT A

Terms & Conditions:

1. Prices quoted are valid for a period of 30 days from the date of quotation or bid. Escalation shall be added at a rate not to exceed .75% per month (or portion thereof) for shipment thereafter, based on material costs, labor rates and fuel costs/surcharges in effect at time of expiration.
2. Submittals to be 45-60 days from receipt of contract documents, plans and specifications, or, 35 days from receipt of electronic plan files in AutoCAD or similar industry-standard file format. Prime contractors shall waive any contractual requirements for submittals in less than 60 calendar days for submittals based on hard copy plans and specifications.
3. Herk Edwards, Inc. does not perform any onsite work and is not signatory to any labor agreements. All on site labor shall be performed by a lower tier subcontractor and unless otherwise noted, prices quoted include installation labor based on current Prevailing Wage or, Union (or PSA) rates.
4. The cost of any required bonds is not included in this proposal. If Performance and Payment bonds are required, 1% will be added to quote price(s).
5. Insurance coverage to be HEI's standard General Liability ($2,000,000 aggregate), Excess Liability ($4,000,000 aggregate) and Worker's Compensation. Any required coverage in excess of these amounts, if obtainable, will be provided at additional cost. Additional Insured forms CG2010 and CG2037 (only) will be provided if required by the contract. Any requirement to add the Architect as additional insured is excluded. Any requirement to provide Professional Liability or Errors and Omissions insurance is excluded.
6. Shipment of equipment shall be approximately **90-120** calendar days after receipt of approved shop drawings, color selections and verification of field dimensions (or Prime Contractor's/Owner's release in lieu thereof). Equipment, including "Deferred Approval" items will be manufactured and shipped on a "just-in-time" basis in accordance with the Prime Contractor's construction schedule. Production schedules for equipment quoted are locked 75 calendar days prior to the ship date established to meet the Prime Contractor's on-site construction schedule. Should the Prime Contractor alter the schedule within the 75-day production window, or, should the site not be ready to accept installation of the equipment for any reason whatsoever, or, should equipment not be approved for installation at scheduled time of shipment, the Prime Contractor shall be responsible for unloading and storage of materials into a secure, dry location in, or adjacent to, the work area, or, for all handling and storage costs associated with unloading and/or storage of materials elsewhere.
7. Payment terms shall be Net 30 days from the date progress billings are submitted, provided all billing paperwork has been correctly submitted as required by the Subcontract Agreement or Purchase Order/Agreement. Payment terms are 25% upon placing the order, 75% upon completion of work.
8. This offer is based on contractual terms and conditions as set forth in the project contact documents. Additional terms and conditions and/or third-party contracts are specifically excluded or are subject to review and acceptance by Herk Edwards, Inc. and may be subject to additional cost.

Travis Edwards

Travis Edwards
HERK EDWARDS, INC.

20655 S. Western Avenue, Suite 120, Torrance, California 90501
Phone: (310) 373-0543 ♦ Email: tedwards@herkedwards.com ♦ Web: www.herkedwards.com
CA Lic 232760 ♦ DIR 1000001262

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #25-168, Scott Hall, Inc. (Pifko)

The District intends to conduct appraisals to determine the value of two properties under its ownership: the District Office located at 1051 South A Street and the undeveloped Seabridge property on Wooley Road. In support of this effort, proposals were obtained from three qualified appraisal firms: Alliance Valuation Counselors, D. Michael Mason & Associates, and Scott Hall, Inc. Upon evaluation, Scott Hall, Inc. was selected based on its competitive pricing, expedited report turnaround, and demonstrated professional experience in past assignments.

Terms of Agreement: November 6, 2025 – December 6, 2025

FISCAL IMPACT:
$7,500.00 - General Funds

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #25-168 with Scott Hall, Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #25-168, Scott Hall, 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

25-168
Contract Number

This Services Agreement (the "Agreement") is made and entered into November 5, 2025 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and Scott Hall, Inc., (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Scott Hall, Inc.
Provider

(818) 723-6004
Telephone Number

30700 Russell Ranch Road, Suite 250-#1001
Street Address

scotthall@verizon.net
E-mail Address

Westlake Village, CA 91362
City, State, Zip code

Tax Identification or Social Security Number

Services

Provide appraisal services at the District Office at 1051 South A Street and the undeveloped Seabridge property on Wooley Road.
Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

November 6, 2025 - December 6, 2025
Date(s) of Service

TBD
Hour(s) of Service

N/A
Location

Fees

Compensation for Services	$ 7,500.00
Other Ancillary Cost, as applicable	$ 0.00
Total not to Exceed	$ 7,500.00

☑ 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:
    - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
    - Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
    - Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider's officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: https://vcrma.org/consumer-food-protection

❑ Mobile Food Facility permit ❑ Temporary Food Facility permit ❑ Exempt – must show documentation

Date checked by school official: _____initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party's legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. 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

Melissa Reyes		
Director, Purchasing	Signature	Date

Scott Hall, Inc.
23801 Calabasas Road, #1032
Calabasas, CA 91302
sparkhursth@aol.com | 505-388-4623

October 9, 2025

Business & Fiscal Services
Oxnard School District
c/o Kristen Pilfko

Re: Appraisal Reports

1. Parties

Client: Oxnard School District
Appraiser: Scott Hall

2. Identification of the Real Property to be appraised:

Address	Property Type
1051 South "A" St. Oxnard, CA	District Office Building on 4.72 acres of land
South side of Wooley Road, west of Seabridge Lane, Oxnard, CA	6.0 acres of land with and without deed restriction

3. Date of Value

Current in 2025

4. Interest to be Appraised

Fee Simple Estate

5. Purpose of the Appraisal, Intended User, Intended Use

The purpose of the appraisal is to estimate the Market Value of the referenced properties in #2 above for use by Oxnard School District for internal management and decision making.

The intended users of the report are Kristen Pifko and Oxnard School District.

The intended use of the report is to estimate value for internal management and decision making.

6. Special Assumptions or Limiting Conditions

There are no special assumptions or limiting conditions currently. The client may provide assumptions or limiting conditions during the appraisal process, and they will be identified in the appraisal report.

7. Competency and Standards of the Report

I certify that I have competency to complete the assignment.

8. Time of Completion, Values Provided, Reports Provided and Fee for Assignment

I will provide the client with Appraisal Reports by November 30, 2025.

Address	Values
1051 South "A" St. Oxnard, CA	1) As Is 2) Proposed Value with parking lot leased to Durham for bus parking
South side of Wooley Road, west of Seabridge Lane, Oxnard, CA	1) As Is with deed restriction for a school 2) Hypothetical Value with no deed restriction

The fee will be **$7,500**; $3,750 to be paid upon acceptance of the assignment and $3,750 upon delivery of the reports. Please forward the following items:

1. This letter signed and emailed to sparkhursth@aol.com
2. Retainer check (copy emailed to sparkhursth@aol.com or texted to 505-388-4623 or Zelle)

Court testimony & deposition time, **if any**, will be billed at a rate of $400 per hour.

9. Client's Responsibility

The client will provide the appraiser with any information they deem necessary to enable the appraiser to complete this assignment.

10. Warranties and Responsibilities of the Appraiser

I warrant that I have no present or prospective interest in the property that is the subject of the appraisal, and that I have personal interest or bias with respect to the parties involved. The "Estimate of Market Value" during the appraisal is not based on whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property appraised, or upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised. The compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, a buyer, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

11. Contents and Confidentiality of Services

The data gathered in the appraisal process, except data furnished by the client and any letters or reports prepared for the client, will remain the property of the appraiser. The data provided by the client will remain confidential unless specific authorization for release to third parties is approved by client in writing. Neither all nor any part of the contents of any letter or report, the value conclusions, the identity of the Appraiser shall be disseminated to the public through advertising media, public relations media, news media, sales media, facsimile, through a computer transmitted source or other public means of communications without the prior written consent and approval of the Appraiser.

12. Extent of Agreement

This agreement represents the entire Agreement between the Client and Appraiser and supersedes all prior negotiations, representations, or agreements, either written or oral.

13. Successors and Assigns

This Agreement shall be binding upon the heirs, successors and assigns of the Client and the Appraiser.

14. Governing Law

The laws of the State of California shall govern this Agreement.

15. Severability

In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

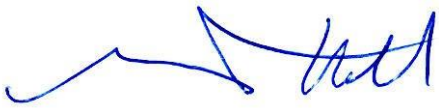
16. Contractor Cancellation

The Appraiser represents he is an independent contractor and not an employee of the Client. In the event the Client desires to cancel this Agreement, written notice thereof shall be delivered to the Appraiser. It is agreed that the Appraiser shall receive compensation from the Client for all services rendered up to the date of cancellation at the rate of Two Hundred Dollars ($250.00) per hour or the rate in effect at the time of cancellation. No partial work product will be delivered upon early cancellation. If there is a reimbursement due the Client from the retainer fee, it will be returned no later than ten business days from the date of cancellation. A minimum cancellation fee of 50% will be charged.

In Witness Whereof, each of the parties hereto has dated and executed this Agreement and caused it to be delivered to the other party hereto.

Date:

Kristen Pifko
Oxnard School District
("Client")



Date: October 9, 2025

Scott P. Hall (Appraiser)
Scott Hall, Inc.

QUALIFICATIONS OF THE APPRAISER
SCOTT P. HALL

CALIFORNIA CERTIFIED GENERAL REAL ESTATE APPRAISER
BREA ID #010020
Expiration January 13, 2027

BACKGROUND: For over 36 years, Scott Hall has been appraising commercial and income producing properties located in Southern California.

EXPERIENCE

SCOTT HALL, INC., Calabasas, California
January 1992 – Present / Responsibilities - Real Estate Appraisal

JOSEPH J. BLAKE AND ASSOCIATES Inc., Los Angeles, California
Commercial Appraiser, October, 1989 - December 1991 / Responsibilities - Real Estate Appraisal

EDUCATION: University of Southern California; Bachelor of Science Business Administration; 1989
Emphasis in Real Estate Finance

PROFESSIONAL AFFILIATIONS: None
Former Member Appraisal Institute; July 1995-March 2024

LICENSES: Certified General Appraiser Number; License Number - AG010020; Expiration 1-13-27

GEOGRAPHIC COVERAGE AREA*:* Los Angeles County, Ventura County, Santa Barbara County, San Luis Obispo County, Orange County, Riverside County, San Bernardino County, San Diego County

STATEMENT: our firm has not been sued by a regulatory agency or a financial institution for fraud or negligence involving a "due diligence" report.

Below are examples of completed appraisal assignments:

RETAIL

Beverly Palm Plaza - 9150 W. Olympic Bl.	Beverly Hills, California
Olympic Square – 9121 W. Olympic Bl.	Beverly Hills, California
Fireside Plaza – 1401-25 Montanan Ave.	Santa Monica, California
8810 Melrose Ave.	West Hollywood, California

RESTAURANTS

Lucky Greek Burgers	Corona, California
Charcoal Melrose	Los Angeles, California
Paxti's Pizza	Santa Barbara, California
Ottavio's Italian Restaurant	Camarillo, California
Inn of the Seventh Ray	Topanga, California
The Sunset Restaurant Beach & Bar	Malibu, California

OFFICE

Westlake Corporate Center	Westlake Village, California
1918 Main St. (Creative Office)	Santa Monica, California
Arbor Plaza	Woodland Hills, California
427 W. Pueblo St.	Santa Barbara, CA
2100 Solar Dr.	Oxnard, California

QUALIFICATIONS OF THE APPRAISER
SCOTT P. HALL

INDUSTRIAL	
Structural Integrity Engineering	Chatsworth, California
Golchin Products	Chatsworth, California
Goleta Business Park	Goleta, California
Art Weiss Properties	South El Monte, California
1835-45 Pontius Ave.	Los Angeles, California
1819-27 Pontius Ave.	Los Angeles, California
1835-45 Pontius Ave. (Kennel)	Los Angeles, California
PROPOSED PROJECTS	
3718 Capitol Ave. (Industrial)	La Verne, California
12140 Altamar St. (Industrial)	Santa Fe Springs, California
5589 Ayala Ave. (Industrial)	Irwindale, California
10460 & 10488 Hickson Ave. (Industrial)	El Monte, California
1501-51 Pacific Avenue (Industrial)	Oxnard, California
SINGLE-FAMILY RESIDENCES	
29281 Canary Ct.	Laguna Niguel, California
29057 Pacific Coast Highway	Malibu, California
31630 Sea Level Dr.	Malibu, California
815 N. Rexford Dr.	Beverly Hills, California
503 N. Elm Dr.	Beverly Hills, California
9551 Cresta	West Los Angeles, California
10366 Monte Mar	West Los Angeles, California
1000 Crestview	Glendale, California
1351 Grove St.	Ventura, California
111 & 115 Lake Sherwood	Westlake Village, California
2306 Parnell St.	West Los Angeles, California
726 California	Venice, California
5730 Bianca Ave.	Encino, California
10605 Meseta St.	Shadow Hills, California
3 Toluca Estates	Toluca Lake, California
2935 Grove St.	Ventura, California
5558 Mulberry Ridge Rd.	Camarillo, California
27662 Hamiltair Dr.	Lake Arrowhead, California
VEHICULAR RELATED FACILIITES	
O'gara Coach Bugatti	Beverly Hills, California
O'gara Coach Rolls Royce	Westlake Village, California
Harley Davidson Dealership	Harbor City, California
Nissan Dealership	Palmdale, California
Big Brand Tires	Camarillo, California
Big Brand Tires	Oxnard, California
GIFT/CHARITABLE CONTRIBUTION	*Type*
1918 W. Magnolia Blvd., Burbank, CA	Office
2300 W. Olive Ave., Burbank, CA	Dealership
Cusumano Portfolio, Burbank, CA	Apartments
4151 Bandini Bl., Vernon	Industrial
100 N. 1st St., Burbank	Office
110 N. 1st St., Burbank	Restaurant
3641 E. 8th St., Los Angeles	Post Office

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #25-169– Incident IQ, LLC. (Pifko/Bennett)

Incident IQ, LLC. will provide professional Launchpad On-boarding Service and Implementation of Incident IQ cloud services, including iiQ Facilities subscription, for the Oxnard School District Facilities work order system.

Term of Agreement: December 1, 2025 through June 30, 2026

FISCAL IMPACT:
$18,357.07 – Routine Restricted Maintenance Funds

RECOMMENDATION:
It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Agreement #25-169 with Incident IQ, LLC.

ADDITIONAL MATERIALS:

Attached: Agreement #25-169, Incident IQ, LLC. (4 Pages)
Proposal (12 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

25-169

Contract Number

This Services Agreement (the "Agreement") is made and entered into November 5, 2025 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and Incident IQ, LLC., (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Incident IQ, LLC.	512-567-1034
Provider	Telephone Number
750 Glenwood Ave SE Suite 320	tbrown@incidentiq.com
Street Address	E-mail Address
Atlanta, GA 30316	
City, State, Zip code	Tax Identification or Social Security Number

Services

Provide professional Launchpad On-boarding Service and Implementation of Incident IQ cloud services, including iiQ Facilities subscription, for the Oxnard School District Facilities work order system.

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

December 1, 2025 - June 30,2026	TBD	TBD
Date(s) of Service	Hour(s) of Service	Location

Fees

Compensation for Services	$ 18,357.07
Other Ancillary Cost, as applicable	$ 0.00
Total not to Exceed	$ 18,357.07

☑ 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.

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- 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:
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❑ Mobile Food Facility permit ❑ Temporary Food Facility permit ❑ Exempt – must show documentation

Date checked by school official: _____initials: _____

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c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of $1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.

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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

Melissa Reyes		
Director, Purchasing	Signature	Date

Quote Name	Oxnard SD -CA- iiQ Facillities	Created Date	10/9/2025
Company Address	750 Glenwood Ave SE Suite 320 Atlanta, GA 30316 US	Expiration Date	11/19/2025
		Quote Number	51138
Contract Start Date	12/1/2025		
Contract End Date	6/30/2026		

		Contact Name	Mark Bennett
		Phone	805-385-1501
		Email	mbennett@oxnardsd.org

Bill To Name	Oxnard School District (CA)	Ship To Name	Oxnard School District (CA)
Bill To	1051 S. A St. Oxnard, CA 93030 United States	Ship To	1051 S. A St. Oxnard, CA 93030 United States

Product Code	Product	Product Description	Sales Price	Quantity
IIQ-6300	iiQ Facilities	Incident IQ Facilities product (add-on), Subscription	$12,382.07	1.00
IIQ-9000	iiQ Launchpad On-boarding Services	Implementation of Incident IQ Cloud Services, one-time fee	$5,975.00	1.00

Total Price $18,357.07

Notes

Prorated Quote for Facilities - Start date 12/1

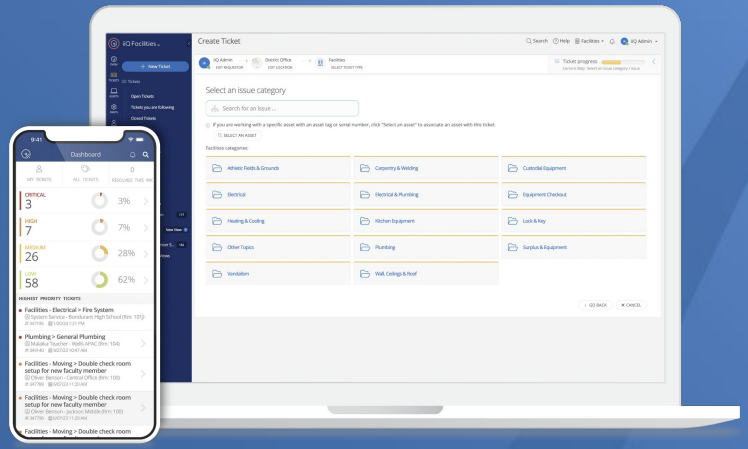
All Incident IQ products and services are purchased and delivered pursuant to the Incident IQ Cloud Services Master Subscription Agreement, as found at https://www.incidentiq.com/legal/master-services-agreement, along with any applicable Supplements (available at https://www.incidentiq.com/legal). All of the aforementioned are incorporated into this ordering document by reference to the maximum extent permitted by local, state, and federal laws and regulations. For any legal questions, please contact us at legal@incidentiq.com.

incidentIQ®

Pricing Information | iiQ Facilities

10.09.25

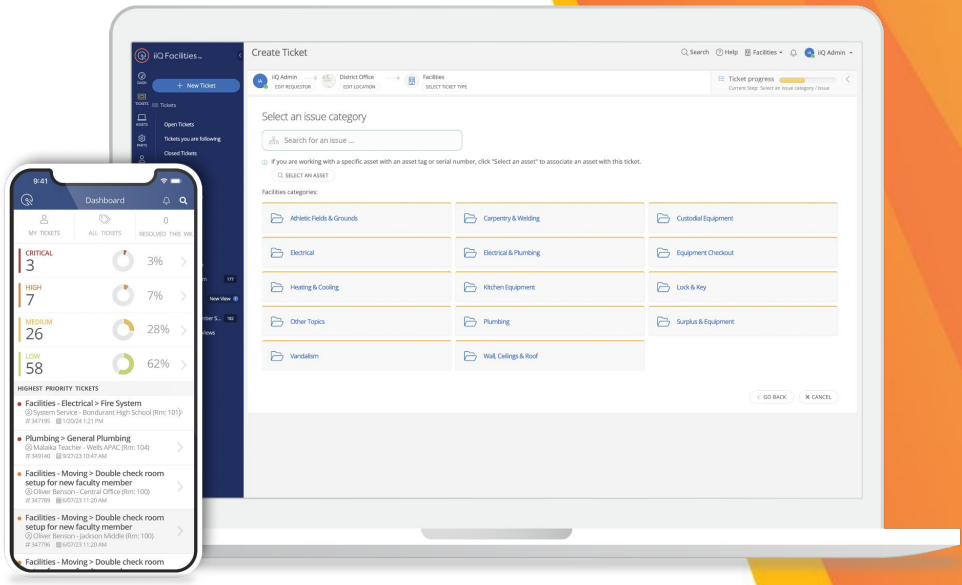
Tim Brown - Account Executive



iiQ Facilities

Organize and accelerate facility operations

Speed maintenance work and ensure a safe learning environment for your district with a user-friendly system built for K-12 teams.



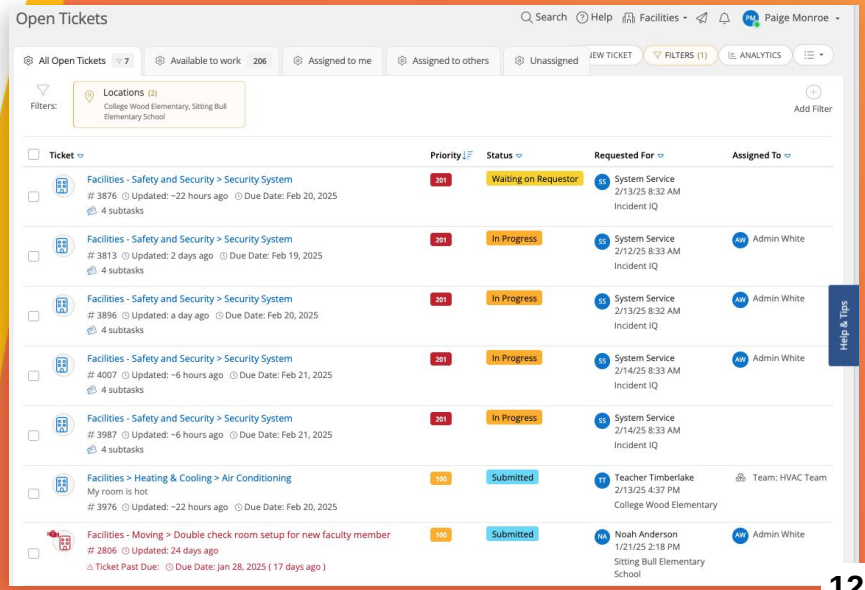
Streamline Work | Increase Transparency | Justify Resources | Ensure Safety

iiQ FACILITIES

Streamline Work for Quick Prioritization and Management

Efficiently create and manage work to keep projects moving and simplify prioritization.

- An adaptable CMMS
- Quick preventative maintenance templates
- An easy-to-use interface
- A centralized database for assets and work history

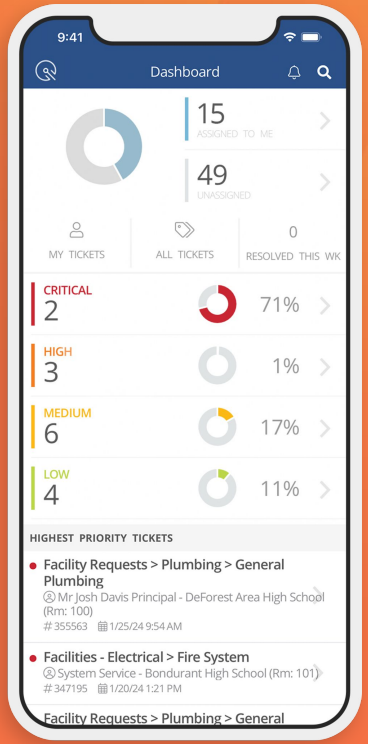


iiQ FACILITIES

Increase Transparency with Centralized Communication

District-wide data at your fingertips keeps everyone informed for seamless collaboration.

- **Automatic status updates**
- **Integrations** connect other systems
- A **360-degree view** of operations
- Mobile device **shortcuts**

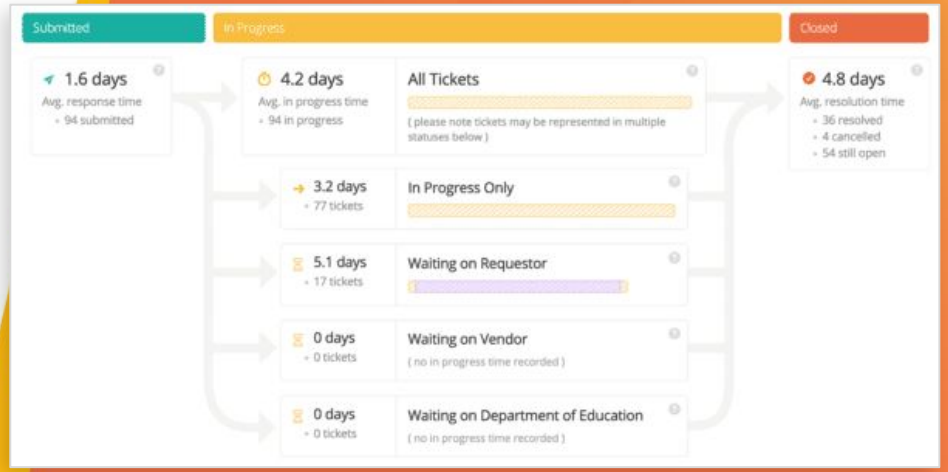


iiQ FACILITIES

Justify Departmental Needs with Comprehensive Reports

Optimize asset lifecycle and make data-driven decisions with robust reporting tools.

- **Customizable reports** with robust filters
- Analyze **cost, depreciation,** and **maintenance history** together
- **Data-rich dashboards** into assets and work

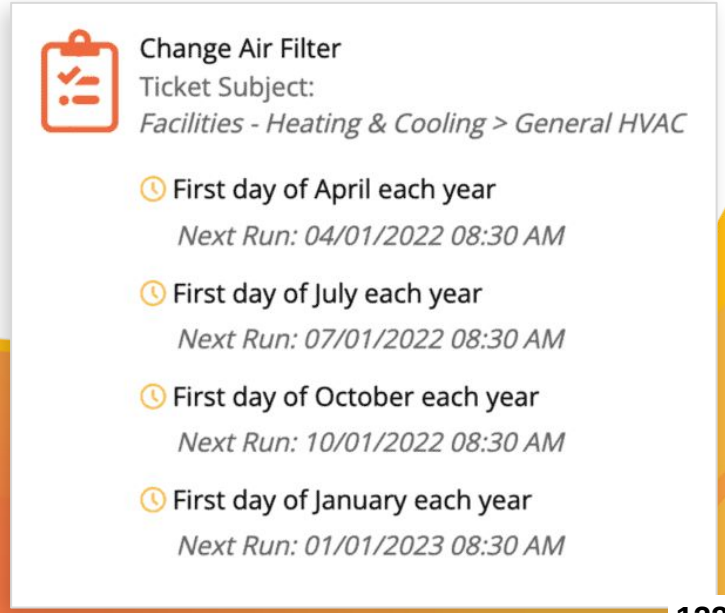


iiQ FACILITIES

Ensure Safety with Preventative Maintenance Tools

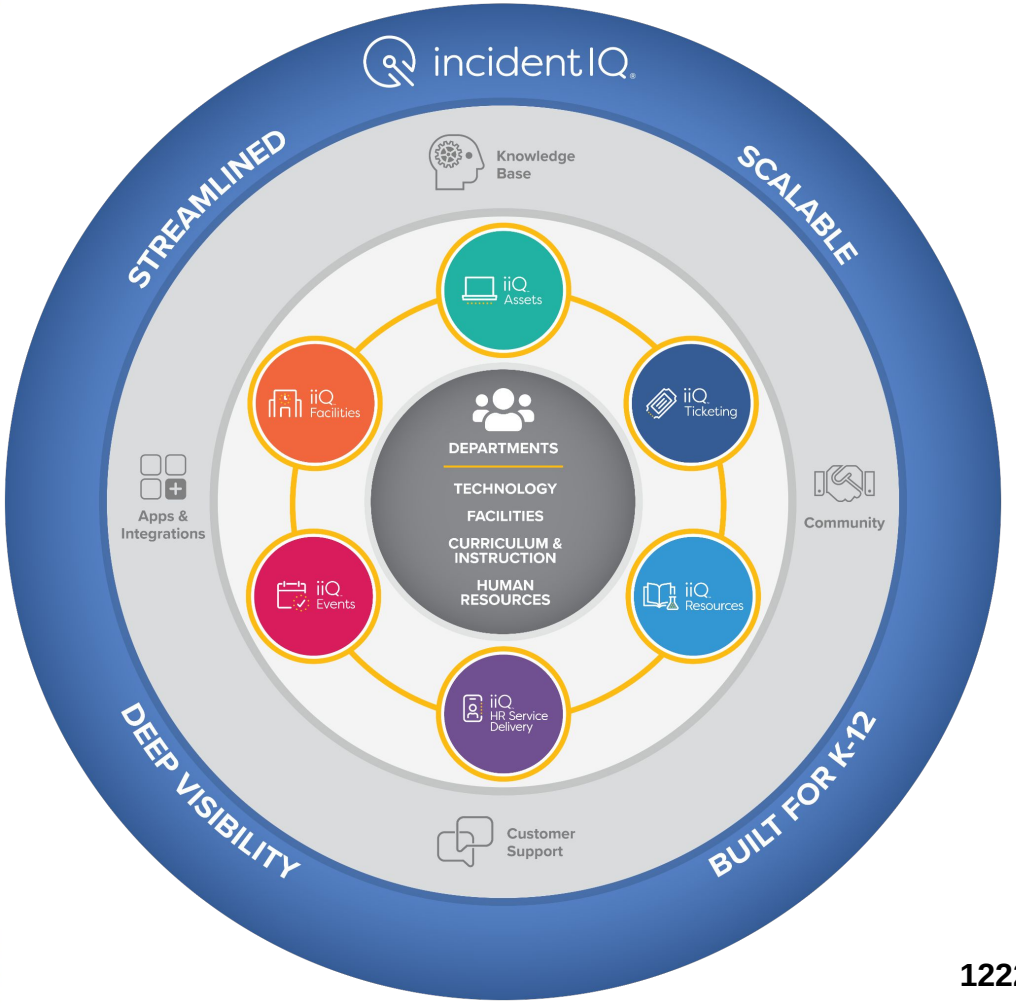
Extend asset life and minimize unexpected failures with planned maintenance.

- Create schedules with **templates** which include checklists, manuals, subtasks, and parts and labor tracking
- The **calendar** shows upcoming planned work
- A **centralized database** compiles documentation
- **One click transforms data** from tables to graphs for easy reporting



INCIDENT IQ

Transform Oxnard's Operations with a Unified Platform



Our Secret Sauce



Academy +
free Certification Program
and ongoing training



Community
30,000+ users



Dedicated
Technical CSM



Idea
Exchange



Support
Team



Knowledge
Base Guides



Open Office
Hours



What's New
Email

Simple Steps to Launch



iiQ Facilities Launchpad

Introduction

Incident IQ's Launchpad onboarding process combines training with the actual configuration of your live site to assist districts in completing all necessary steps to launch your site as soon as possible. We typically suggest one meeting per week to allow for some time to complete the "homework" on your site in-between meetings; however, we can expedite the schedule and support two meetings per week to launch your site as soon as possible. The Incident IQ support team will be available via phone, emails and in-product support tickets to assist and answer any questions along the way.

Onboarding is easy with Incident IQ Launchpad

Six core milestones for your team to achieve from start to finish

Stage 1: Kick-off

Goals: Establish power users. Set meeting schedules. Scope system integrations. Establish expectations for the Launchpad process.

Stage 2: Users

Goals: Verify user sync. Manage roles and locations. Configure permissions. Define and configure teams.

Stage 3: Assets

Goals: Review model category, asset location, and room assignments and creation of custom fields.

Stage 4: Ticketing

Goals: Setup models. Install support flows. Configure custom fields, Customize issues and actions. Setup automation.

Stage 5: Status Check

Goals: Assess site readiness. Configure miscellaneous site options for agents and requestors.

Stage 6: Agent Training

Goals: Prepare your technicians for working tickets, managing assets and supporting users in your district.

Pricing Options: 1 Year Pricing - Prorated with 12/1/25 Start Date

Product	Product Code	Price
iiQ Facilities	iiQ-6300	$12,387.07
iiQ Launchpad On-boarding Services	IIQ-9000	$5,975.00
Total		**$18,362.07**

Thank you!

Tim Brown
Incident IQ
Account Executive
tbrown@incidentiq.com
5125671034

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Joint Use Agreement #25-171 with Child Development Resources of Ventura County, Inc. for the Operation of the Marina West Head Start Program (Pifko)

The Joint Use Agreement with Child Development Resources of Ventura County, Inc. ("CDR") allows CDR to continue operating its Head Start Program at Marina West Elementary School under terms consistent with its current agreement. Under this new Agreement, CDR will operate its Program in the newly constructed facilities located at its current site.

Term of the Agreement: July 1, 2026 to June 30, 2029

FISCAL IMPACT:
$2,500.00 per year paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve the Joint Use Agreement #25-171 with Child Development Resources of Ventura County, Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #25-171, Child Development Resources (16 Pages)

OSD AGREEMENT #25-171

OXNARD SCHOOL DISTRICT
and
CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

JOINT USE AGREEMENT FOR THE OPERATION OF THE MARINA WEST HEAD START PROGRAM

This Joint Use Agreement ("Agreement") is hereby made and entered into this 5th day of November 2025, by and between OXNARD SCHOOL DISTRICT ("District"), a California public school district in the County of Ventura, California, and CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC. ("CDR").

RECITALS

WHEREAS, the District operates and maintains an elementary school site at Marina West School at 2501 Carob Street in the City of Oxnard, California ("School Site"); and

WHEREAS, CDR is in need of space to operate its Marina West Head Start Program ("Program") for the children and families within the District area; and

WHEREAS, the District has space appropriate for this need at the School Site; and

WHEREAS, the use of the facilities, grounds, and outside playground equipment authorized by this Agreement will not be inconsistent with the District's use of the balance of the School Site as an elementary school; and

WHEREAS, the District has determined that the joint use and occupancy authorized by this Agreement will not: (a) interfere with the educational program or activities of any school or class conducted at the School Site, (b) unduly disrupt the residents in the surrounding neighborhood, or (c) jeopardize the safety of the children of the School Site; and

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

NOW, THEREFORE, in consideration of the mutual covenants, representations, and conditions contained herein, the parties agree as follows:

Article I - Premises

Section 1.1 Premises

The District and CDR agree that CDR shall have access to and exclusive use of the area and buildings identified and highlighted in EXHIBIT A ("Premises").

Section 1.2 Warranty of Title

The District warrants that it owns the Premises and that it will continue to own the Premises throughout the term of this Agreement.

Article II - Use of Premises

Section 2.1 Permissible Uses

CDR shall use the Premises to house and operate the Program and for no other purpose unless mutually agreed to by the parties. No later than July 31, 2026, and July 31 every year thereafter, CDR will provide the District with a copy of the Program instructional and staffing calendar for each Program year during the term of this Agreement, beginning with 2026-2027.

Section 2.2 Suitability

CDR acknowledges that neither the District nor any agent of the District has made any representation or warranty as to the suitability of the Premises for the conduct of CDR's Program.

Section 2.3 Shared Use of School Site Facilities and Parking

CDR shall use the restrooms on the Premises. CDR shall have joint and non-exclusive use of the parking lot adjacent to the Premises. Currently, there are no parking spaces assigned to or reserved for CDR and Program staff, and use of the parking shall be on a first come, first served basis.

Section 2.4 Nuisance, Miscellaneous

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

Section 2.5 Compliance with Laws

CDR shall not use the Premises or permit anything to be done in or about the Premises that will in any way conflict with any applicable law, statute, ordinance, or governmental rule or

regulation now in force or which may hereafter be enacted or promulgated. CDR shall promptly comply with all applicable laws, ordinances, regulations, and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Premises. CDR shall not be responsible for any and all legal compliance or environmental conditions that existed prior to CDR's occupancy of the Premises. CDR shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by CDR. Nothing in this section is intended to obligate CDR to be responsible for or require CDR to regulate the actions of any third parties not under the control of CDR.

Section 2.6 Legal Restrictions

(a) No drugs, alcohol, tobacco products, e-cigarettes, or vape products are allowed on the Premises at any time.

(b) The carrying of weapons is not allowed on the Premises except by on-duty, sworn law enforcement personnel.

(c) No device with produces flames, sparks, smoke, or explosions is allowed on the Premises without prior written permission of the District, which may be withheld in the District's sole discretion, and appropriate safety measures and permits in place.

(d) The District reserves the right to remove any person or persons at any time from the Premises and School Site that the District deems, in its sole discretion, to be unruly or a threat to the safety, welfare, or security of the Premises, the School Site, or District students and personnel.

Section 2.7 Required Notice - Emergency

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

Article III - Operation, Maintenance, Repair, and Utilities

Section 3.1 Operation

During the term of this Agreement, CDR shall not allow the Premises to fall into a state of disrepair or present a hazard to the occupants of the Premises or the School Site.

Section 3.2 Maintenance

CDR shall maintain the Premises in a safe condition in conformance with all laws, rules, and regulations applicable to the use of the Premises by CDR or the District, whichever standard is higher.

Section 3.3 Utilities

During the term of this Agreement, CDR shall provide, maintain, repair, and pay for all utilities serving the Premises, including, but not limited to, gas, water, electricity, sewer, telephone, and trash collection.

CDR shall pay for the utilities and janitorial services of the Premises.

Section 3.4 Repair

CDR shall be responsible for all repairs to and maintenance of the Premises (e.g., repairing heating and ventilation systems, maintaining the Premises' equipment).

CDR shall provide weed abatement inside the fenced area around the Premises. CDR shall also provide sand for the sandbox.

Section 3.5 Equipment

CDR shall be responsible for providing any personal property, including equipment, appliances, and furnishings required for the use and operation of the Premises.

Section 3.6 District Non-Responsibility

The District shall have no obligation whatsoever for costs incurred in the operation, maintenance, and repair of the Premises.

Section 3.7 Alterations

The CDR shall not make any material alterations to the Premises without the prior written consent of the District.

Article IV - Term and Fees

Section 4.1 Initial Term

The term of this Agreement shall be three (3) years commencing on July 1, 2026 ("Commencement Date") and ending June 30, 2029 ("Initial Term"), unless terminated sooner under any provision of this Agreement. CDR may have access to the Premises starting July 1, 2026.

Section 4.2 Extension

Upon the completion of the Initial Term of this Agreement, the parties may agree to an extension of the term for up to two (2) years ("Extended Term"). The parties agree to negotiate in good faith mutually agreeable terms and conditions for any Extended Term.

If prior to the expiration of the Initial Term, the CDR notifies the District that it wishes to extend the term, the District may, in its sole discretion, elect to give the CDR alternative and equivalent space at another school site within the District, provided that the District gives the CDR not less than ninety days (90) prior written notice of its election to do so.

Section 4.3 Early Termination

Either party may terminate this Agreement for convenience upon one hundred twenty (120) days written notice. CDR may terminate this Agreement upon sixty (60) days written notice in the event that funding for the Program ceases.

Section 4.4 Annual Fee

During the term of this Agreement, CDR shall pay an annual fee in the amount of $2,500.00. The fee shall be due on or before the Commencement Date and annually thereafter on July 1st.

Article V – Insurance

Section 5.1 Insurance

CDR, at its sole expense, shall obtain and keep in force during the term of this Agreement, the types and amounts of insurance shown on **EXHIBIT B** which is incorporated by reference herein and made a part of this Agreement. All insurance policies shall be subject to approval by the District as to form and content. CDR agrees to provide District with copies of required policies upon request.

Article VI - Indemnification

Section 6.1 Indemnification

CDR shall indemnify, protect, defend, and hold harmless the District and any and all of its officials, elected board members, employees, and agents ("Indemnified Parties") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the use, occupancy, operation, or maintenance of the Premises, the conduct of the Program, or any activity, work, or things done, permitted, or suffered by CDR, its agents, employees, or contractors in or about the Premises, and from and against any claims arising from a breach or default in the performance of any obligation of CDR under the terms of this Agreement or arising from any negligence of CDR, its employees, agents, or contractors.

Article VII - Assignments

Section 7.1 Sublease or Assignment

CDR shall not subcontract, sublet, or assign any of its rights or duties hereunder, in whole or in part, without the prior written consent of the District.

Section 7.2 Third Party Use

The CDR shall not allow any other person and/or entity to use the Premises without the prior written consent of the District.

Article VIII - Breach and Termination

Section 8.1 Breach and Termination

In the event of any material breach or default of this Agreement by either party, the other party may terminate this Agreement and have no further obligations hereunder (save those set forth in this Article) if such default or breach continues for a period of forty-five (45) days after the breaching party receives written notice of the default or breach; provided, however, that if the nature of the default or breach is such that more than forty-five (45) days are reasonably required for its cure, then the non-breaching party shall not have the right to terminate this Agreement if the breaching party commences such cure within the forty-five (45) day period and thereafter diligently prosecutes such cure to completion. Any written notice regarding a default or breach shall include a detailed explanation of the default or breach. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the District and/or CDR.

Section 8.2 Termination for Cause

Either party may terminate this Agreement for cause. Cause shall include, without limitation, the following:

(a) CDR is adjudged bankrupt;

(b) CDR makes a general assignment for the benefit of its creditors;

(c) A receiver is appointed on account of CDR's insolvency;

(d) If CDR has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with this Agreement;

(e) If the District has made any material misrepresentation of any nature in or with respect to any information or data furnished to CDR in connection with this

Agreement;

(f) If any Hazardous Material is discovered on the Premises, and CDR fails to take action as is required under this Agreement;

(g) If CDR ceases to use the Premises for the use specified herein for ninety (90) consecutive days or more.

Article IX - Inspection of Premises

Section 9.1 Inspection

CDR shall permit the District and its agents to enter the Premises at any reasonable time for the purpose of inspecting the same, performing the District's maintenance and repair responsibilities, or posting a notice of non-responsibility for alterations, additions, or repairs. The District and its authorized agents and representatives shall have the right throughout the term of this Agreement to enter the Premises at all reasonable times during usual business hours and upon reasonable notice for the purpose of inspecting the Premises.

Article X - Removal of Personal Property

Section 10.1 Removal of Personal Property

On or before the expiration of this Agreement, or within thirty (30) days after any earlier termination of this Agreement, CDR, at its sole expense, shall remove from the Premises any furniture, equipment, or other personal property ("CDR's Personal Property") that it placed on the Premises that is not affixed to the Premises.

Section 10.2 Repair

CDR shall repair any damage to the School Site and/or the Premises caused by removal of CDR's Personal Property and restore the School Site and the Premises to good condition, less reasonable wear and tear.

Article XI - Independent Contractor

Section 11.1 Independent Contractor

This Agreement is not intended and shall not be construed or deemed to create any relationship of agency, partnership, association, or joint venture between the parties. It is understood CDR is an independent actor, and neither party is responsible for employee benefits, workers' compensation, taxes, or other payments as compensation for the services of the other party and/or its employees.

Section 11.2 No Authority

Each party acknowledges and agrees that neither has nor will it give the appearance or impression of having any legal authority to bind or commit the other party in any way.

Article XII - Environmental Representations and Covenants

Section 12.1 Definitions

For purposes of this Agreement, the terms "Hazardous Materials" and "Environmental Laws" shall have the meanings provided in the attached **EXHIBIT C**.

Section 12.2 District's Representations

(a) To the best of the District's knowledge, both the School Site and the Premises are in compliance with all applicable Environmental Laws.

(b) Neither the District nor, to the District's knowledge, any predecessor in interest to the District has received any written notice of violation issued pursuant to any Environmental Laws with respect to the School Site or the Premises.

Section 12.3 Hazardous Materials

The District and CDR agree not to cause or permit any Hazardous Materials to be placed upon or in the School Site or Premises, except as permitted by law.

Article XII - Miscellaneous

Section 13.1 Amendments

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or CDR unless the same shall be in writing and signed by both the District and CDR.

Section 13.2 Time of Essence

Time is of the essence in this Agreement and each and all of its provisions.

Section 13.3 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 CDR, as the case may be, by personal delivery, registered mail, or overnight delivery service (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 CDR:

Child Development Resources
221 E. Ventura Blvd.
Oxnard, CA 93036
Attn: Jack Hinojosa, Chief Executive Officer

If to the District:

Oxnard School District
Business & Fiscal Services
1051 S. "A" Street
Oxnard, CA 93030-7492
Attn: Kristen Pifko, Assistant Superintendent, Business and Fiscal Services

Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice personally given shall be effective upon receipt.

Section 13.4 Force Majeure

If any party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, labor troubles, or the inability to procure materials, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 13.5 Entire Agreement

This Agreement, including any exhibits hereto, constitutes the entire agreement between the parties with respect to the use of the Premises by CDR and correctly sets forth the obligations of the District and CDR to each other as of the Commencement Date. Any agreements not expressly set forth in this Agreement shall be null and void.

Section 13.6 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, order, or decree of which becomes final, none of the remaining terms, provisions, covenants, and conditions of this Agreement shall be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 13.7 Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, excluding its choice of law rules, and both parties agree that venue for any dispute arising under this Agreement shall be in Oxnard, California.

Section 13.8 Waiver

In no event shall any action by either party to this Agreement constitute or be construed to be a waiver or any breach of covenants or conditions of this Agreement or of any default which may then exist on the part of the other party, and the taking of any action while any breach or default exists, shall in no way impair or prejudice any right or remedy available to the non-breaching party with respect to such breach or default. The waiver by any party of one breach by any other party of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

Section 13.9 Headings

The headings of the sections of this Agreement are merely for the convenience of the parties. 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.

Section 13.10 Counterparts

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

Section 13.11 Successors and Assigns

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

Section 13.12 Surrender of the Premises

The voluntary or other surrender of the Premises by CDR, or a mutual cancellation of this Agreement, shall, at the option of the District, terminate all or any existing subleases, or operate as an assignment to the District of any or all such subleases.

Section 13.13 Fingerprinting and Personnel Disclosure

Prior to entering or permitting entry by its employees, volunteers, agents, and contractors onto the School Site for the purposes specified in this Agreement, CDR shall ensure compliance with all applicable fingerprinting and criminal background investigation

requirements described in California Education Code Sections 45125.1 and 45125.2, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health & Safety Code relevant to facility licensing (Health & Safety Code Sections 1500, *et seq.*) CDR shall make available to District no later than July 31, 2026, a current list of all personnel providing services under this Agreement, and a personnel list every year during the term of this Agreement. Changes to this list shall be immediately provided to the District in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions, whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position, (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.

Section 13.14 Non-Discrimination

CDR and the District shall not restrict the use, occupancy, tenure, or enjoyment of the Premises, or any portion thereof, on the basis of sexual orientation, gender, marital status, race, color, religion, creed, national origin, or ancestry of any person.

Section 13.15 Cooperation with Other Occupants of Property

It is understood and recognized by CDR that the School Site, of which the Premises is a part, will be used by other parties, including the District, and CDR shall cooperate with the other parties in reaching amicable arrangements concerning such matters as use of the parking areas, policing of common areas, custodial services, and security issues.

Section 13.16 Attorneys' Fees

In case suit should be brought for recovery of the Premises, for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees.

Section 13.17 Authority

Each person executing this Agreement on behalf of a party hereto represents and warrants that he/she is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

Section 13.18 Licenses and Standards

CDR shall conform with all federal, state, county, and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices, and certificates as are required for the duration of this Agreement. CDR shall further comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health, and sanitation. CDR shall provide the

District, no later than July 31, 2026, a copy of the Facility License issued by State of California Department of Social Services.

In the performance of this Agreement, CDR shall comply with all applicable provisions of the California Welfare and Institutions Code, Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and applicable county and city, and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, CDR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which CDR transacts its business.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

DISTRICT:
OXNARD SCHOOL DISTRICT

By: _____
Melissa Reyes
Director of Purchasing
Telephone: (805) 385-1501
Fax: (805) 385-1507

CDR:
CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

By: _____
Jack Hinojosa
Chief Executive Officer
Telephone: (805) 485-7878
Fax: (805) 278-0775

EXHIBIT A

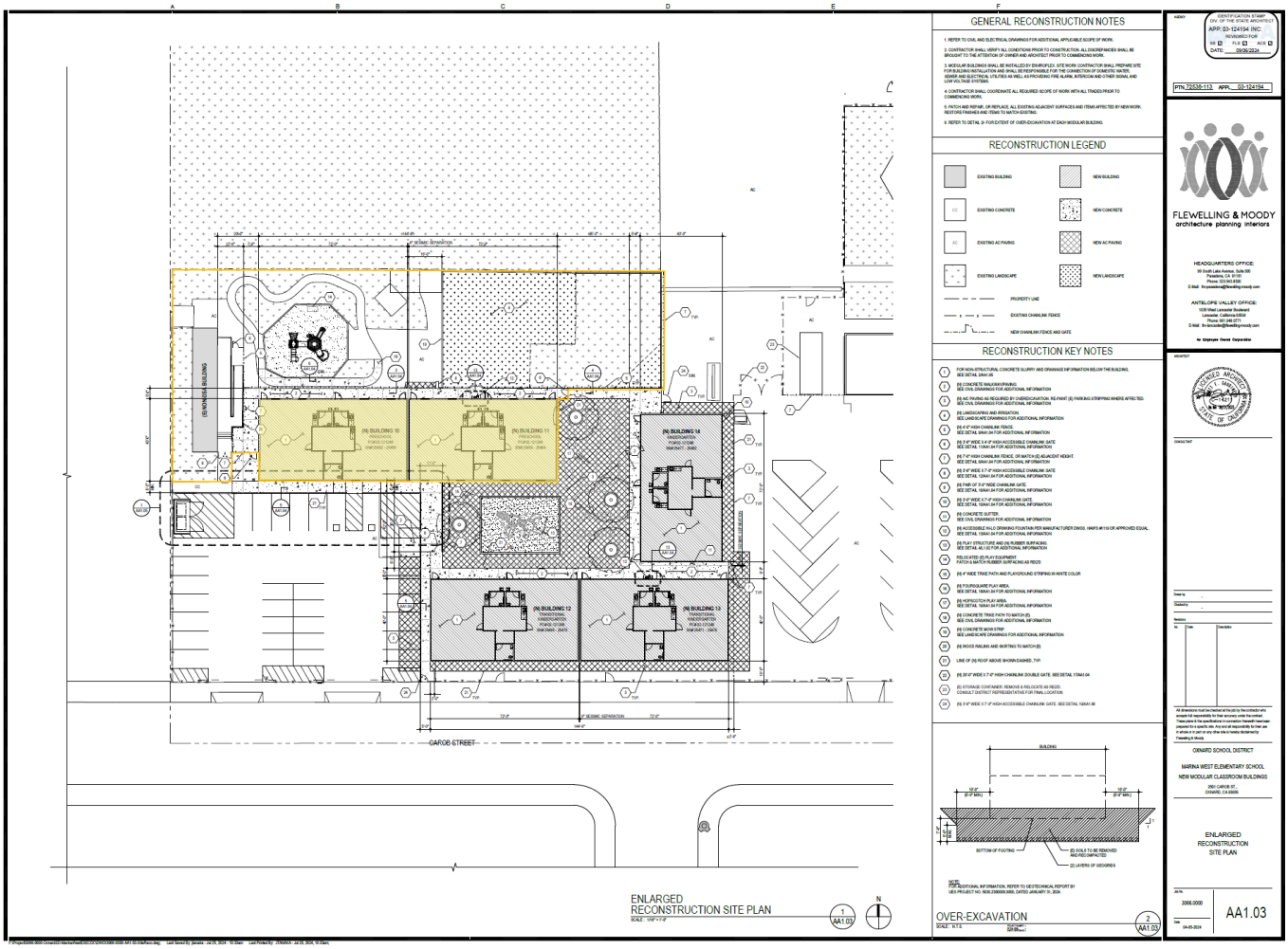

GENERAL RECONSTRUCTION NOTES
RECONSTRUCTION LEGEND
RECONSTRUCTION KEY NOTES
ENLARGED
RECONSTRUCTION SITE PLAN
OVER-EXCAVATION
CAROB STREET
(E) MODULAR BUILDING
(N) BUILDING 10
(N) BUILDING 11
(N) BUILDING 12
(N) BUILDING 13
FLEWELLING & MOODY
architecture planning interiors
ONWARD SCHOOL DISTRICT
MARINA WEST ELEMENTARY SCHOOL
NEW MODULAR CLASSROOM BUILDINGS
ENLARGED
RECONSTRUCTION
SITE PLAN
AA1.03

EXHIBIT B

INSURANCE

2.7 INSURANCE

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

2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of $1,000,000 for bodily injury and property damage each occurrence and $2,000,000 annual aggregate, including personal injury and advertising injury liability, $1,000,000 aggregate, products/completed operations, and $50,000 fire legal liability, if applicable.

2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of $1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.

2.7.1.3 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of CDR and Employer's Liability in the minimum amount of $1,000,000, and a waiver of subrogation in favor of the District.

2.7.1.4 Professional Liability coverage in the minimum amount of $1,000,000 each claim and $2,000,000 annual aggregate with a maximum deductible of $2,500 per claim. Policy shall be maintained for one year after the end of the contract period.

2.7.1.5 Abuse and Molestation coverage of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate.

2.7.1.6 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

2.7.2 All insurance required under this Agreement shall be primary coverage as respects the District, and any insurance or self-insurance maintained by the District shall be in excess of CDR's insurance coverage and shall not contribute to CDR's coverage. The District is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

2.7.3 The Oxnard School District is to be named as **Additional Insured** as respects work done by CDR under the terms of this Agreement on all insurance required by this Agreement.

However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.

2.7.4 Policies shall not be canceled, non-renewed, or reduced in scope of coverage until after sixty (60) days written notice has been given to the District.

2.7.5 CDR agrees to provide the District with the following insurance documents within 14 days after the execution of this Agreement:

2.7.5.1 Certificates of Insurance for coverage required under this Agreement
2.7.5.2 Additional insured endorsements; and
2.7.5.3 Thirty (30) days' Notice Cancellation Clause endorsements.

EXHIBIT C

DEFINITION OF HAZARDOUS MATERIALS AND ENVIRONMENTAL LAWS

For purposes of this Agreement, the term **"Hazardous Materials"** shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated, or addressed under any Environmental Laws (defined below), and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, international, nuisance, strict or absolute liability, or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste, or any other material which may be hazardous or harmful to the air, water, soil, environment, or affect industrial hygiene, occupational, health, safety, and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

For purposes of this Agreement, the term **"Environmental Laws"** shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of any and all Hazardous Materials, including, without limitation, all federal or state superfund statues or environmental clean-up statutes.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #25-172 – Voler Strategic Advisors, Inc. (DeGenna)

Voler Strategic Advisors will provide consulting services focused on rebranding and logo design. This includes gathering stakeholder input through surveys and focus groups, guiding the decision-making process, and managing the rollout of the new logo.

Voler Strategic Advisors will also support Fremont Academy in developing and implementing a comprehensive communication and rebranding strategy designed to enhance visibility, build trust, and boost enrollment by showcasing Fremont's innovative programs.

Terms of Agreement: November 6, 2025 through June 30, 2026

FISCAL IMPACT:
Total amount not to exceed: $82,000.00 – General Funds

$30,000.00 - District Office
$52,000.00 ($6,500.00/month) - Fremont Academy

RECOMMENDATION:
It is the recommendation of the Principal, Fremont Academy and the Superintendent, that the Board of Trustees approve Agreement #25-172 with Voler Strategic Advisors, Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #25-172, Voler Strategic Advisors, Inc. (4 Pages)
Proposal (DO) (13 Pages)
Proposal (Fremont) (9 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

25-172
Contract Number

This Services Agreement (the "Agreement") is made and entered into November 5, 2025 by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and Voler Strategic Advisors, Inc., (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Voler Strategic Advisors, Inc.
Provider

669-360-0883
Telephone Number

2066 The Alameda
Street Address

perlarodriguez@volersa.com
E-mail Address

San Jose, CA 95126
City, State, Zip code

Tax Identification or Social Security Number

Services

Voler Strategic Advisors will provide consulting services for the District and Fremont Academy as outlined in the attached proposals.
Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

November 6, 2025 - June 30, 2026
Date(s) of Service

TBD
Hour(s) of Service

TBD
Location

Fees

Compensation for Services	$ 82,000.00
Other Ancillary Cost, as applicable	$ 0.00
Total not to Exceed	$ 82.000.00

☑ 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:
    - Fingerprinting / criminal background investigations (see paragraph titled "Fingerprinting, below);
    - Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
    - Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider's officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: https://vcrma.org/consumer-food-protection

❑ Mobile Food Facility permit ❑ Temporary Food Facility permit ❑ Exempt – must show documentation

Date checked by school official: _____initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party's legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. 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

Melissa Reyes		
Director, Purchasing	Signature	Date

VOLER
STRATEGIC ADVISORS

Proposal

Strategic and Multilingual Communications.
Meaningful Impact.



OCTOBER 13, 2025

1249

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October 13, 2025

Dr. Anabolena DeGenna
Superintendent
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Dear Dr. DeGenna,

On behalf of Voler Strategic Advisors, we are pleased to submit this proposal to support the Oxnard School District in its rebranding and logo redesign journey. We appreciate the opportunity to continue partnering with you on this important initiative and are excited to help bring your new visual identity to life.

Having worked with school districts across California on rebranding and logo development, our team understands that an effective rebrand must do more than refresh visuals. It should capture the District's educational mission, values, and commitment to student success. By engaging key stakeholders throughout the process, we'll ensure the final design authentically represents Oxnard School District's vision for education and resonates with students, families, and staff.

Attached, you'll find our proposed timeline, which includes opportunities for input and feedback to guide the creative process. We look forward to continuing this partnership and working closely with your team to develop a brand identity that reflects the District's purpose and inspires pride across the community.



Sincerely,

Perla A. Rodríguez
CEO

About Us

Voler Strategic Advisors is a full-service, award-winning strategic communications firm specializing in public relations, crisis management, and communications strategies that help organizations, especially school districts across California, strengthen their impact and reach their goals.

With a passion for education and deep roots in Silicon Valley, our diverse, woman- and minority-owned team brings a client-centered, results-driven approach backed by more than 75 industry awards, including multiple recognitions from the California School Public Relations Association (CalSPRA).

We offer innovative, customized support to elevate messaging, build trust, and drive impact, while proudly contributing to supplier diversity efforts through our national and state certifications.





10+ Years

Serving CA Public School Districts

One-Stop Shop

Comprehensive multilingual support across all communications needs

75+ Awards

Recognizing creative and marketing excellence

The Value We Bring

At Voler Strategic Advisors, we understand the unique communications demands of public education and offer a powerful combination of expertise, flexibility, and strategic alignment to help districts succeed.

- **One Strategic Partner, Many Solutions**

Voler operates as a one-stop communications hub, eliminating the need to juggle multiple vendors. Our integrated services—from crisis management, video storytelling, newsletter production, social media management and marketing to currrent and prospective parents —allow for seamless coordination and alignment of messaging across all platforms. This saves districts time, reduces cost inefficiencies, and ensures that every communication effort reinforces your core values and strategic priorities.

- **High-Level Expertise On-Demand**

We provide access to a multidisciplinary team of senior-level professionals with backgrounds in education communications, crisis and public affairs, creative content development, journalism, multicultural engagement and more. This collective expertise is available to you at a fraction of the cost of hiring even one full-time in-house specialist. Whether you need rapid-response media counsel, communications strategy, or creative content development, we're equipped to deliver—on deadline and with precision.

- **Tailored Support for Your Communications Needs**

Whether you have a dedicated communications staff or are just beginning to build capacity, Voler can augment your internal team or serve as your full-service communications department. Our flexible engagement model allows us to meet you where you are, scaling services up or down based on your evolving needs.

The Value We Bring

- **Thought Partnership and Advisory Support**

Weprovide strategic collaborationthat goes beyond execution—serving as a trusted advisor to help navigate challenges, identify opportunities, and refine messaging. Through ongoing dialogue and insight exchange, we offer fresh perspectives and proven expertise to align communications with organizational goals. Our thought-partner approach ensures your team is supported with high-level counsel every step of the way.

- **Award-Winning & Proven**

Ourwork has been recognized atthe state and national level for excellence in education communications, creative content development, video production, media visibility and more. Voler has supported school districts through high-stakes challenges, large-scale initiatives, and sensitive transitions—all with results that have strengthened trust and community relationships. We bring experience that is not only tested but proven to work in real-world education settings.

- **Culturally Fluent, Community-Focused**

With decades of experiencein diversecommunities, we specialize in communications that resonate with multicultural and multilingual audiences. We don't just translate content—we develop inclusive messaging strategies that reflect the lived experiences, values, and voices of the families you serve. This helps districts build equity-centered relationships that empower all stakeholders.

*"Organizations turn to us because they know they'll be **prepared—no matter the moment**. In today's fast-paced environment, having **access to high-level communications and public relations expertise** isn't a luxury—it's essential for any organization aiming to lead with confidence and credibility."*

Perla A. Rodriguez, CEO

Scope of Work

Overview

A strong brand is more than a visual identity. It's a reflection of an organization's values, purpose, and aspirations. **Voler Strategic Advisors is honored to partner with the Oxnard School District to develop a new logo and brand identity that bring to life the District's inspiring vision:**

Changing the World!
Inspired, Accomplished, Multilingual Global Citizens – In School and Beyond
In Oxnard School District, we nurture self-confident and empowered multilingual global citizens, strong in their multiple identities and potential, who achieve inspired levels of individual, community, and social accomplishment in school and beyond in their endeavors.

The new brand identity will serve as a unifying symbol of this vision, representing the District's commitment to excellence, inclusivity, and lifelong learning.

Understanding that the heart of every organization lies in its people, Voler Strategic Advisors will work closely with District leadership to gather insight from key internal and external stakeholders. Through thoughtful engagement and collaboration, we will capture the essence of Oxnard School District (the values, aspirations, and community spirit that define it) and translate that into a visual identity that reflects both who you are and where you're going.

Focus groups and meetings will be held virtually to collect feedback and ensure broad representation of voices. Below is a proposed schedule (*which we are happy to adjust based on your needs and preferences).*

Note: *The key to success in any branding initiative is recognizing that it is a creative and iterative process. Outcomes are strongest when the creative team and District leadership maintain regular communication, remain flexible, and adapt to feedback. This proposed schedule is subject to adjustment as needed to ensure a successful and inclusive process.*

Scope of Work

Project Timeline of Key Activities

November

- Planning meeting with Superintendent to define the input and decision-making process; development of logo recommendations committee
- Finalization of timeline and key milestones
- Development of stakeholder group list
- Development of bilingual (English/Spanish) survey tool

December

- Launch of bilingual community survey (English and Spanish)
- Collection and initial summary of survey responses
- Focus group planning; schedule of virtual focus group sessions finalized
- Outreach to recruit participants for January focus groups

January

- Virtual focus groups conducted to gather stakeholder feedback
- Results from focus groups summarized and synthesized

February – March

- Preliminary design concepts developed
- Concepts presented for feedback

April – May

- Final decision-making process for logo
- Board review and approval

June

- Development of communications and rollout strategy
- Logo announcement to community; press release
- Branding guidelines
- Logo assets provided
- Development of animated logo

***Full implementation of logo by beginning of new 2026-2027 School Year.*

Scope of Work

Deliverables

Survey and Focus Groups

- Development of survey tool in English and Spanish
- Planning, development, and facilitation of 4 virtual focus groups
  - Focus group presentations in English and Spanish
  - Facilitation in English and Spanish
  - Note-taking for Feedback Summary Report
- Summary of Survey Results and Focus Group Feedback

Decision-making Process, New Logo Roll-out

- Development of presentation for Logo Selection Subcommittee
- Meeting Facilitation for Logo Selection Subcommittee meeting
- Development of presentation for the Board of Trustees with logo recommendation
- Communications rollout plan upon approval of logo
- Communications developed for students, parents, and community

Logo Design and Assets

- Color District logo treatment (in a primary and secondary color palette including alternative versions of the logo to offer flexibility for the best possible fit within specific applications (i.e. stacked; square vs. rectangle)
- A white version of the District logo that may be used on colored backgrounds or pictures
- A logo treatement template containing main district logo and option to add typography (to create a logo lockup with typography) for Departments
- A primary and secondary color palette
- Typography options suitable for print and web applications
- A branding style guide to guide District staff and vendors in the correct and consistent use of the District’s logo treatment, color palettes and typography options
- Animated version of the District logo that can be used in future videos

Logo Samples

San Mateo Union High School District
ESTABLISHED 1902

Sample logos produced by our team through an extensive community engagement process.

After decades of using a hand-drawn emblem, the San Mateo Union High School District (SMUHSD) introduced a new logo on May 23, 2024, a vibrant yellow and navy-blue design inspired by a kaleidoscope. The logo emerged from an extensive ten-month, multiphase process that invited input from students, staff, families, and community members to ensure the design reflected shared values and vision.

Representing ten schools, six cities, and one unified district, the kaleidoscope symbolizes diversity, connection, and possibility—a visual metaphor for the District's dynamic community and the limitless potential of its students.

MOUNT PLEASANT
ELEMENTARY SCHOOL DISTRICT

Nestled in the foothills of East San Jose, the MPESD logo showcases beautiful green mountains that are in the shape of an open book. This imagery represents the high quality education that the school district offers with bright rays of sunshine that speaks to the bright futures of MPESD graduates.

The heart represents a community of people who care - teachers, staff, administrators, parents, students and community leaders. The heart also represents their commitment to developing well-rounded students who have care and compassion for others through outstanding leadership and public service opportunities.

The people holding hands represent the unity of the Mt. Pleasant community and the recognition that it takes many caring people working hand in hand to deliver an educational experience that empowers, inspires and unites.

Cost Proposal

Below are an explanation of the fees and payment schedule:

Service Package	Fees	Description
District Rebranding Package	$ 30,000	Bundle of communications services including: • Gathering of stakeholder input through surveys and focus groups • Logo design and assets including branding guidelines • Decision-making process support • New logo roll-out • See Scope of Work for more details

Duration of Agreement

Upon signature through June 30, 2026.

Payment Schedule

Payments will be due as follows:

- Payment #1 - $5,000: Upon signature
- Payment #2 - $10,000: February 1, 2026
- Payment #3 - $5,000: April 1, 2026
- Payment #4 - $10,000: June 30, 2026

If the District approves of the above terms, please sign and date below.

_____

Dr. Anabolena DeGenna, Superintendent Date

Our Core Team

Our team comprises experts in various fields, including crisis management, media relations, video production, marketing, photography, project management, social media and more. We bring a wealth of experience and knowledge to every project.


Perla A. Rodríguez — Chief Executive Officer


Rolando Bonilla — Chief Strategy Officer


Alexandra Cespedes Kent — Director of Communications and Marketing


Diego Barragan — Director of Operations & Government Relations


José Manzo — Superintendent-in-Residence


Beatriz Ferrari — Communications Manager


Porfirio Ureña — Video Team Creative Manager


Giuliana Velasquez — Communications Coordinator


Natalie Hernandez — Communications Specialist


Tracy Nguyen — Communications Specialist


Luisa Olivares — Communications and Government Relations Associate


Antonio Castillo — Creative Content Producer


Luis García — Creative Content Producer

Get to know the dedicated professionals behind our work—meet the team on our website.

volersa.com

Thank you



We welcome the opportunity to further discuss your priorities and how Voler Strategic Advisors can support your district.

Thank you for considering Voler Strategic Advisors as your communications partner.

Website	www.VolerSA.com
Cell/Text	Perla Rodriguez, (669) 360-0883 Rolando Bonilla, (408) 505-8799
E-mail	perlarodriguez@volersa.com rbonilla@volersa.com
Social Media	Find us on LinkedIn and Instagram: @volersa
Address	2066 The Alameda, San Jose, CA 95126

VOLER
STRATEGIC ADVISORS

Proposal

Strategic and Multilingual Communications.
Meaningful Impact.



OCTOBER 21, 2025

1262

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October 21, 2025

Dr. Anabolena DeGenna
Superintendent
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Re: Rebranding and Marketing of Fremont Academy

Dear Dr. DeGenna,

On behalf of Voler Strategic Advisors, we are pleased to submit this proposal to support Fremont Academy in its rebranding and marketing efforts. We're excited to partner with you in elevating Fremont's story, strengthening its connection with the community, and supporting enrollment through strategic communications.

With extensive experience working with schools and districts across California, Voler understands that a successful rebrand is more than a new look. It's about communicating identity, purpose, and pride. Our approach will celebrate the incredible work already happening at Fremont Academy while amplifying its programs, people, and impact to attract new families and partners.

We look forward to collaborating with your team to create a powerful, authentic brand and marketing strategy that inspires pride and strengthens Fremont Academy's presence in the community.



Sincerely,

Perla A. Rodríguez
CEO

About Us

Voler Strategic Advisors is a full-service, award-winning strategic communications firm specializing in public relations, crisis management, and communications strategies that help organizations, especially school districts across California, strengthen their impact and reach their goals.

With a passion for education and deep roots in Silicon Valley, our diverse, woman- and minority-owned team brings a client-centered, results-driven approach backed by more than 75 industry awards, including multiple recognitions from the California School Public Relations Association (CalSPRA).

We offer innovative, customized support to elevate messaging, build trust, and drive impact, while proudly contributing to supplier diversity efforts through our national and state certifications.





10+ Years

Serving CA Public School Districts

One-Stop Shop

Comprehensive multilingual support across all communications needs

75+ Awards

Recognizing creative and marketing excellence

Scope of Work

Overview

Fremont Academy of Environmental Sciences and Innovative Design is at a pivotal moment in its evolution. As the school seeks to strengthen enrollment and deepen its connection with families and the broader community, it has a unique opportunity to reintroduce its story and celebrate the exceptional work happening every day.

Voler Strategic Advisors will partner with Fremont Academy to develop and implement a comprehensive communications and rebranding strategy that enhances visibility, builds trust, and inspires enrollment. This work will spotlight Fremont's innovative programs—such as 3D Design, MESA, AVID, Social-Emotional Learning (SEL), and its thriving garden—while highlighting the dedication and passion of its staff and students.

One-Time Deliverables

These items are designed to establish a strong foundation for Fremont Academy's rebranding and marketing efforts and can be completed on a project basis:

- **Key Messaging Framework** – Development of a cohesive messaging guide that defines Fremont's value proposition, tone, and language for use across all communications.
- **Bilingual Brochure or Fact Sheet (English and Spanish)** – Design an engaging print and digital brochure highlighting Fremont's programs, culture, and enrollment opportunities.
- **Bilingual Promotional Videos (English and Spanish)** – A high-quality video showcasing Fremont's students, staff, and programs to inspire enrollment and community pride.
- **Branded Templates** – Creation of customizable templates (flyers, PowerPoint presentations) to ensure consistent visual identity across materials.

Scope of Work

- **Website Content Refresh** – Rewrite key website pages (e.g., homepage, About, Programs, Enrollment) to reflect the new messaging and enhance readability and appeal. Work with District technical staff to update site.
- **Prospective Parent Presentation (English and Spanish)** – Visually compelling slide presentation that can be used at parent meetings, community events, and school tours.
- **Brand Style Guide (optional)** – Document outlining approved logos, colors, fonts, and brand usage to ensure long-term consistency.

Ongoing Monthly Support

These services provide consistent communication and engagement throughout the year to strengthen Fremont's visibility and support enrollment growth:

- **Social Media Management** – Development of a monthly content calendar, creation of posts, and management of school social media accounts to maintain an active, positive online presence.
- **Content Creation** – Production of short-form videos and visual assets using school-provided photos and footage to highlight programs, events, and student achievements.
  - We will work with District photographer and school staff to obtain pictures for these projects.
  - Will work wtih staff to identify parent testimonials.
  - Create a process so that parents and staff can submit content and stories.
- **Monthly Newsletter** – Design and distribution of a bilingual digital newsletter for families and the community, featuring positive stories and highlights.
- **Community Engagement Support** – Ongoing strategic guidance on outreach opportunities, storytelling, and public relations to strengthen relationships with families and partners.
- **Leadership Support and Guidance** – Regular meetings (1–2 times per month) with the school leadership team to discuss communications priorities, project progress, and upcoming deliverables. Provide training as needed.
- **Paid Social Media Enrollment Strategy –** If requested, Voler can develop and implement a targeted paid social media strategy to boost enrollment visibility and engagement. The District will need to allocate additional funds for advertising.

Cost Proposal

Duration of Agreement

Upon signature through June 30, 2026.

Fees

Voler Strategic Advisors would invoice the district a monthly fee of $6,500 (partner discount provided). We bill at the beginning of every month.

All of the above services are included in the fee. (Printing, mailing and advertising costs are not included, if projects of that nature should arise).

If the District approves of the above terms, please sign and date below.

_____

Dr. Anabolena DeGenna, Superintendent Date

Our Core Team

Our team comprises experts in various fields, including crisis management, media relations, video production, marketing, photography, project management, social media and more. We bring a wealth of experience and knowledge to every project.


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Thank you



We welcome the opportunity to further discuss your priorities and how Voler Strategic Advisors can support your district.

Thank you for considering Voler Strategic Advisors as your communications partner.

Website	www.VolerSA.com
Cell/Text	Perla Rodriguez, (669) 360-0883 Rolando Bonilla, (408) 505-8799
E-mail	perlarodriguez@volersa.com rbonilla@volersa.com
Social Media	Find us on LinkedIn and Instagram: @volersa
Address	2066 The Alameda, San Jose, CA 95126

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Facilities Agreement

Approval of Amendment #1 to Agreement #23-30 with Child Development Resources of Ventura County, Inc. - Ground Lease for Marina West Head Start (Pifko)

Agreement #23-30 is the Site Lease of Real Property for the Operation of the Marina West Head Start Program. The Amendment #1 to Agreement #23-30 documents the consent and authorization of Child Development Resources of Ventura County, Inc. ("CDR") for the District to demolish and remove the portable classroom owned and currently used by CDR for its Head Start Program at Marina West Elementary. This Amendment further provides that the District will make temporary facilities available for the Program through June 30, 2026, while new classrooms are being constructed at the site of the demolished portable.

FISCAL IMPACT:
None

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, that the Board of Trustees approve Amendment #1 to Agreement #23-30 with Child Development Resources of Ventura County, Inc.

ADDITIONAL MATERIALS:

Attached: Amendment #1 (4 Pages)
Agreement #23-30, Child Development Resources (14 Pages)

OXNARD SCHOOL DISTRICT
and
CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

AMENDMENT #1 TO AGREEMENT #23-30 SITE LEASE OF REAL PROPERTY FOR OPERATION OF MARINA WEST HEAD START PROGRAM

This Amendment #1 to Agreement #23-30, Site Lease of Real Property for Operation of Marina West Head Start Program ("Amendment") is hereby made and entered into this 5th day of November 2025, by and between OXNARD SCHOOL DISTRICT ("District"), a California public school district in the County of Ventura, California, and CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC. ("CDR").

RECITALS

WHEREAS, the parties entered into Agreement #23-30 on June 21, 2023, for CDR to operate its Marina West Head Start Program ("Program") at the elementary school site at Marina West School at 2501 Carob Street in the City of Oxnard, California; and

WHEREAS, the term of Agreement #23-30 is for three (3) years commencing on July 1, 2023, and ending on June 30, 2026; and

WHEREAS, pursuant to Agreement #23-30, CDR has use of the Premises as described in Exhibit A of Agreement #23-30; and

WHEREAS, pursuant to Agreement #23-30, CDR installed a portable classroom ("Facility") on the Premises; and

WHEREAS, the District plans to construct buildings on or about the Premises; and

WHEREAS, the planned construction would require demolition of the Facility and relocation of the Program to temporary facilities.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and conditions contained herein, the parties agree as follows:

Article I – Demolition of the Facility

Section 1.1 Warranties

CDR warrants that it is the sole owner of all rights, title, and interest in the Facility. CDR warrants that the Facility is free from any encumbrances, such as liens, taxes, or other financial liabilities.

Section 1.2 Permission and Authorization

CDR authorizes and grants permission for the District to access, demolish, and remove the Facility.

Article II - Temporary Facilities

Section 2.1 Temporary Facilities

Before demolition of the Facility until the end of the term of Agreement #23-30, the District will make available to CDR building space ("Temporary Facilities") at or near the Premises to house and operate the Program.

Section 2.2 Suitability

CDR acknowledges that neither the District nor any agent of the District has made any representation or warranty as to the suitability of the Temporary Facilities for the conduct of CDR's Program.

Section 2.3 Subject to Same Rules and Obligations

CDR's use of the Temporary Facilities shall be subject to the same rules, restrictions, and obligations regarding the use of the Premises as set forth in Agreement #23-30.

Article III – Release and Indemnification

Section 3.1 Release

CDR, on behalf of itself, its predecessors, successors, affiliates, and assigns, and its and their past, present, and future officers, directors, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby releases and forever discharges the District, together with its predecessors, successors, affiliates, and assigns, and its and their past, present, and future officers, directors, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, whether at law or in equity, or known or unknown, which CDR has, or may have had, against the District, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from Agreement #23-30, this Amendment thereto, and the demolition and removal of the Facility.

This release resolves any claim for relief that has or could have been alleged by CDR against the District, no matter how characterized, including, without limitation, compensatory

damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, punitive damages, costs, and attorneys' fees related to or arising from Agreement #23-30, this Amendment thereto, and the demolition and removal of the Facility.

CDR certifies that it has read the provisions of California Civil Code Section 1542 and has consulted its own counsel regarding that section. CDR waives any and all rights under California Civil Code Section 1542, which states:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

CDR agrees and acknowledges that the released claims extend to and include unknown and unsuspected claims.

CDR has made an investigation of the facts pertaining to this Amendment and any released claims as it deems necessary. CDR is aware that it may hereafter discover facts in addition to, contrary to, or different from those it now knows or believes to be true with respect to the matters set forth herein. Nevertheless, it is the intention of CDR to fully, finally, and forever settle and release all claims of any kind or nature whatsoever that were in existence as of the date of this Amendment. In furtherance of the parties' intent, the release in this Agreement shall remain in full and complete effect notwithstanding the discovery or existence of any additional, contrary, or different facts.

Section 3.2 Indemnification

CDR shall indemnify, protect, defend, and hold harmless the District and any and all of its officials, elected board members, employees, and agents ("Indemnified Parties") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the demolition of the Facility and from and against any claims arising from a breach or default in the performance of any obligation of CDR under the terms of Agreement #23-30, this Amendment, or arising from any negligence of CDR, its employees, agents, or contractors.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

DISTRICT:
OXNARD SCHOOL DISTRICT

By: _____
Melissa Reyes
Director of Purchasing
Telephone: (805) 385-1501
Fax: (805) 385-1507

CDR:
CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

By: _____
Jack Hinojosa
Chief Executive Officer
Telephone: (805) 485-7878
Fax: (805) 278-0775

Agreement #23-30
OXNARD SCHOOL DISTRICT
and
CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

SITE LEASE OF REAL PROPERTY
FOR OPERATION OF MARINA WEST HEAD START [PROGRAM]

This Site Lease of Real Property (the Site Lease) is hereby made and entered into this 21st day of June 2023, by and between OXNARD SCHOOL DISTRICT, a California public school district in the County of Ventura, California (the District) and CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC. ("CDR" or "Lessee").

RECITALS

WHEREAS, the District operates and maintains an elementary school site at Marina West School at 2501 Carob Street in the City of Oxnard, California (the "School Site"); and

WHEREAS, the Lessee is in need of space to operate its Program (as set forth in Section 2.1 below) for the children and families within the District area; and

WHEREAS, the District has space appropriate for this need at the School Site; and

WHEREAS, the use of the facilities, grounds and outside playground equipment authorized by this Agreement will not be inconsistent with the District's use of the balance of the School Site as an elementary school;

NOW, THEREFORE, in consideration of the premises and covenants and conditions contained herein, the parties agree as follows:

Article I - Premises

Section 1.1 Premises

The leased real property that is the subject of this Site Lease consists of approximately 4,300 square feet located on the School Site (the "Premises") as described more completely in **Exhibit A** attached hereto and made a part of this Site Lease. The Lessee shall be entitled to install a portable classroom (the "Facility") on the Premises at its sole cost and expense. The Lessee shall be responsible for obtaining all legally necessary and required governmental approvals and authorizations related to the installation of the Facility, including without limitation, approval from the California Division of the State Architect ("DSA""). After receipt of written approval from DSA, the Lessee shall submit any changes resulting from the DSA approval process to the District for the District's written approval, which approval shall not be unreasonably withheld.

Section 1.2 Warranty of Title

The District warrants that it owns the site in fee simple and that the site is not burdened by any easements or restrictions which would prevent the use of the site for the purpose of this Agreement. The parties acknowledge that title to the Premises shall continue to be held by the District throughout the term of this lease.

Section 1.3 Relocation of Premises

As the owner of the Facility, the Lessee reserves the right to relocate the Facility, at its sole expense, upon ninety days prior notification to the District. Such relocation shall be conducted in a manner acceptable to the District, consent to which the District shall not unreasonably withhold, designed to minimize disruption to the operation of the District's elementary school operations on the School Site.

Article II - Use of Premises

Section 2.1 Permissible Uses

Lessee shall use the Premises to house and operate Marina West Head Start (the Program) and for no other purpose unless mutually agreed to by the parties. Lessee will provide District, no later than July 31, 2023, a copy of the program instructional and staffing calendar for each Program year during the term of this Site Lease, beginning with 2023-2024.

Section 2.2 Suitability

Lessee acknowledges that neither the District nor any agent of the District has made any representation or warranty as to the suitability of the Premises for the conduct of Lessee's Program.

Section 2.3 Shared Use of School Site Facilities

Playground is not shared, common playground area measures 7,040 square feet. Head Start staff use the restrooms in the Head Start facility.

Section 2.4 Parking

Currently, there are no parking spaces assigned to CDR

Article III - Operation, Maintenance, Repair and Utilities

Section 3.1 Operation

In operating the Premises, the Lessee shall not allow the Premises to fall into a state of disrepair or present a hazard to the occupants of the Premises or the School Site.

Section 3.2 Maintenance

The Lessee shall maintain the Premises in a safe condition in conformance with all laws, rules, and regulations applicable to the use of the Premises by the Lessee or the District, whichever standard is higher.

Section 3.3 Utilities

During the lease term, the Lessee shall provide, maintain, repair and pay for all utilities serving the Premises, including, but not limited to, gas, water, electricity, sewer, telephone and trash collection.

Lessee pays for own utilities and janitorial services.

Section 3.4 Repair

The Lessee shall be responsible for all repairs and maintenance of the Facility and the Premises (e.g., repairing heating and ventilation systems, the Facility, maintaining the Facility's equipment).

CDR provides weed abatement inside the fenced area around the Head Start classroom. CDR also provides sand for the sandbox.

Section 3.5 Equipment

The Lessee shall be responsible for providing any personal property, including equipment, appliances and furnishings required for the operation of the Facility.

Section 3.6 District Non-Responsibility

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

Section 3.7 Alterations

The Lessee shall not make any material alterations to the Premises without the prior written consent of the District.

Article IV – Term and Rent

Section 4.1 Initial/Extended Terms

The extended term of this Site Lease shall be three (3) years commencing on July 1, 2023 (the "Commencement Date") and ending June 30, 2026 unless terminated sooner under any provision of this Agreement (the "Term"). Lessee may have access to facility starting July 1, 2023.

Section 4.2 Extensions

Upon the completion of the initial Term of this Site Lease, the parties may agree to an extension of the Term. The parties agree to negotiate in good faith mutually agreeable terms and conditions for such an extension. If prior to the expiration of the initial Term, the Lessee notifies the District that it wishes to extend the term, the District may, in its sole discretion, elect to give the Lessee alternative and equivalent premises at another school site within the District, provided that the District gives the Lessee not less than ninety days (90) prior written notice of its election to do so.

Section 4.3 Early Termination

Either party may terminate this lease for convenience upon one hundred twenty (120) days written notice. Lessee may terminate this lease upon sixty (60) days written notice in the event that funding for the Program ceases.

Section 4.4 Rent

During the term of this MOU, Lessee shall pay an annual rental fee in the amount of $2,500.00. The rental fee shall be due upon the Commencement date. The actual annual fair market value of said Property is $18,060.00, based on the square footage of the property leased. The District agrees to contribute in-kind facilities use fees of $15,560.00 per year.

Article V - Insurance

Section 5.1 Insurance

The Lessee shall, at the Lessee's sole expense, obtain and keep in force during the term of this Site Lease, the types and amounts of insurance shown on **EXHIBIT B** which is incorporated by reference herein and made a part of this Agreement. All insurance policies shall be subject to approval by the District as to form and content. Lessee agrees to provide District with copies of required policies upon request.

Article VI - Indemnification

Section 6.1 Indemnification

The Lessee shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents ("Indemnified Parties") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the ownership, use, occupancy, operation or maintenance of the Premises and/or the Facility or from the conduct of the Program or from any activity, work or things done, permitted or suffered by the Lessee, its agents, employees, or contractors in or about the Premises, and from and against any claims arising from a breach or default in the performance of any obligation on the Lessee's part to be performed under the terms of this Site Lease or arising from any negligence of the Lessee, its employees, agents, or contractors.

Article VII - Assignments

Section 7.1 Sublease or Assignment

The Lessee shall not subcontract, sublet or assign any of its rights or duties hereunder, in whole or in part, without the prior written consent of the District.

Section 7.2 Third Party Use

The Lessee shall not allow any other person and/or entity to use the Premises without the prior written notification of the District.

Article VIII - Breach and Termination

Section 8.1 Breach and Termination

In the event of any material breach or default of this Site Lease by either party, the other party may terminate this Site Lease and have no further obligations hereunder (save those set forth in this Article) if such default or breach continues for a period of forty-five (45) days after the breaching party receives written notice of the default or breach; provided, however, that if the nature of the default or breach is such that more than forty-five (45) days are reasonably required for its cure, then the non-breaching party shall not have the right to terminate this Site Lease if the breaching party commences such cure within the forty-five (45) day period and thereafter diligently prosecutes such cure to completion. Any written notice regarding a default or breach shall include a detailed explanation of the default or breach. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the District and/or the Lessee.

Section 8.2 Termination for Cause

Either party may terminate this Site Lease for Cause. Cause shall include, without limitation, the following:

(i) The Lessee is adjudged bankrupt;

(ii) The Lessee makes a general assignment for the benefit of its creditors;

(iii) A receiver is appointed on account of the Lessee's insolvency;

(iv) If the Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to the District in connection with the site;

(v) If the District has made any material misrepresentation of any nature in or with respect to any information or data furnished to the Lessee in connection with the site;

(vi) If any hazardous material is discovered on site; and the Lessee fails to take action as is required under this Agreement;

(vii) If the Lessee ceases to use the Premises for the use specified herein for ninety (90)

consecutive days or more.

Article IX - Inspection of Premises

Section 9.1 Inspection

The Lessee agrees to provide the District with a set of keys to the Premises for emergency repairs. The Lessee shall permit the District and its agents to enter the Premises at any reasonable time for the purpose of inspecting the same, performing the District's maintenance and repair responsibilities, or posting a notice of non-responsibility for alterations, additions or repairs. The District and its authorized agents and representatives shall have the right throughout the term of this Site Lease to enter the Premises at all reasonable times during usual business hours and upon reasonable notice for the purpose of inspecting the Premises.

Article X – Removal of Facility and Personal Property

Section 10.1 Removal of Facility

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises the Facility in accordance with the provisions of Section 1.3 above relating to the manner of removal.

Section 10.2 Removal of Personal Property

On or before the expiration of this Site Lease, or within thirty (30) days after any earlier termination of this Site Lease, the Lessee shall remove from the Premises any furniture, equipment or other personal property ("Lessee's Personal Property") that it placed on the Premises that is not affixed to the Premises, at its sole expense.

Section 10.3 Repair

The Lessee shall repair any damage to the School Site, and/or the Premises, caused by removal of the Lessee's Facility and/or Personal Property and restore the School Site, and the Premises to good condition, less reasonable wear and tear.

Article XI - Independent Contractor

Section 11.1 Independent Contractor

Under no circumstances shall this Site Lease be construed as an agreement of partnership, joint venture, or employment between the District and the Lessee.

Section 11.2 No Authority

Each party acknowledges and agrees that it neither has, nor will it give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

Article XII – Environmental Representations and Covenants

Section 12.1 Definitions

For purposes of this Site Lease, the terms "Hazardous Materials" and "Environmental Laws" shall have the meanings provided in the attached **Exhibit C**.

Section 12.2 District's Representations

(a) To the best of the District's knowledge, both the School Site and the Premises are in compliance with all applicable Environmental Laws.

(b) Neither the District nor, to the District's knowledge, any predecessor in interest to the District has received any written notice of violation issued pursuant to any Environmental Laws with respect to the School Site or the Premises or the land to be occupied by the Facility.

Section 12.3 Hazardous Materials

The District and the Lessee agree not to cause or permit any Hazardous Materials to be placed upon the School Site, Premises or in the Facility, except as permitted by law.

Article XII - Miscellaneous

Section 13.1 Amendments

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or the Lessee unless the same shall be in writing and signed by both the District and the Lessee.

Section 13.2 Time of Essence

Time is of the essence in this Site Lease and each and all of its provisions.

Section 13.3 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 the Lessee, as the case may be, by personal delivery or registered mail or overnight delivery service (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 the Lessee:

Child Development Resources
221 E. Ventura Blvd.
Oxnard, CA 93036
Attn: Jack Hinojosa, Chief Executive Officer

If to the District:

Oxnard School District
Business & Fiscal Services
1051 S. "A" Street
Oxnard, CA 93030-7492
Attn: Lisa Franz, Director of Purchasing

Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice personally given shall be effective upon receipt.

Section 13.4 Force Majeure

If any party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, or the inability to procure materials, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 13.5 Entire Agreement

This Agreement, including any exhibits hereto, constitutes the entire agreement between the parties with respect to the use of the Site by the Lessee and correctly sets forth the obligations of the District and the Lessee to each other as of the Commencement Date. Any agreements not expressly set forth in this Site Lease shall be null and void.

Section 13.6 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 this Site Lease shall be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 13.7 Governing Law

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California excluding its choice of law rules, and both parties agree that venue for any dispute arising under this Agreement shall be in Oxnard, California.

Section 13.8 Waiver

In no event shall any action by either party to this Site Lease constitute or be construed to be a waiver or any breach of covenants or conditions of this Site Lease or of any default which may then

exist on the part of the other party, and the taking of any action while any breach or default exists, shall in no way impair or prejudice any right or remedy available to the non-breaching party with respect to such breach or default. The waiver by any party of one breach by any other party of any of the provisions of this Site Lease shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Site Lease.

Section 13.9 Headings

The headings of the sections of this Site Lease are merely for the convenience of the parties.

Section 13.10 Counterparts

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

Section 13.11 Successors and Assigns

This Site Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

Section 13.12 Surrender of Lease

The voluntary or other surrender of this Site Lease by the Lessee, or a mutual cancellation thereof, shall, at the option of the District, shall terminate all or any existing subleases, or operate as an assignment to the District of any or all such subleases.

Section 13.13 Fingerprinting and Personnel Disclosure

Prior to entering or permitting entry by its employees, volunteers, agents and contractors onto the School Site for the purposes specified in this Site Lease, the Lessee shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code sections 45125.1 and 45125.2, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health & Safety Code relevant to facility licensing (Health & Safety Code Sections 1500, et seq.) Lessee shall make available to District no later than July 31, 2020 a current list of all personnel providing services under this Agreement, and a personnel list every year during the term of this Site Lease. Changes to this list shall be immediately provided to DISTRICT in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position, (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.

Section 13.14 Non-Discrimination

The Lessee and the District shall not restrict the lease, use, occupancy, tenure, or enjoyment of the Premises, or any portion thereof, on the basis of sexual orientation, gender, marital status, race, color, religion, creed, national origin, or ancestry of any person.

Section 13.15 Cooperation with Other Occupants of Property

It is understood and recognized by the Lessee that the School Site, of which the Premises is a part, will be used by other parties, including the District, and Lessee shall cooperate with the other parties in reaching amicable arrangements concerning such matters as use of the parking areas, playgrounds, policing of common areas, custodial services, and security issues.

Section 13.16 Attorneys Fees

In case suit should be brought for recovery of the Premises or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

Section 13.17 Authority

Each person executing this Site Lease on behalf of a party hereto represents and warrants that he is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

Section 13.18 Licenses and Standards

Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation. Lessee shall provide District, no later than July 31, 2017, a copy of the Facility License issued by State of California Department of Social Services.

In the performance of this Agreement, Lessee shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Site Lease effective as of the date first above written.

DISTRICT:
OXNARD SCHOOL DISTRICT

By: Lisa A. Franz 6-22-23
Lisa A. Franz
Director, Purchasing
Telephone: (805) 385-1501
Fax: (805) 385-1507

LESSEE:
CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.

By: _____
Name: Jack Hinojosa
Title: Chief Executive Officer
Telephone: (805) 485-7878
Fax: (805) 278-0775

(Contingent on Board of Trustee Approval)

EXHIBIT A

LEGAL DESCRIPTION OF MARINA WEST SCHOOL SITE

DESCRIPTION OF PREMISES

A portion of Lots 61 and 62 of the Patterson Ranch Subdivision, in the City of Oxnard, County of Ventura, State of California as said lot is designated and delineated on that certain map recorded in the office of the County Recorder of said County in Book 8 of Miscellaneous Records (Maps) at page 1 et seq., more particularly described as follows:

Beginning at the intersection of the northerly line of Carob Street thirty (30) feet wide with the westerly line of McLoughlin Street thirty (30) feet wide as said Streets are shown on the map of Tract No. 1382, recorded in Book 31 of Miscellaneous Records (Maps) at page 98 et seq,; thence,

1st – Northerly along the westerly line of said McLoughlin Street to a point in the northerly line of said Lot 61; thence,

2nd – Westerly along said northerly line and the northerly line of said Lot 62 to a point in a line parallel with and distant 130.00 feet easterly of measured at right angles from the northerly prolongation of the certer-line of Elsinore Avenue sixty (60) feet wide as shown on said map recorded in Book 31 of Miscellaneous Records (Maps) at page 98 et seq,; thence,

3rd – Southerly along said parallel line to a point in the northerly line of the hereinabove mentioned Carob Street thirty (30) feet wide; thence,

4th – Easterly along said northerly line to the point of beginning.

Containing 11.628 acres.

EXHIBIT B
INSURANCE

2.7 INSURANCE.

2.7.1 Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:

2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of $1,000,000 for bodily injury and property damage each occurrence and $2,000,000 annual aggregate, including personal injury and advertising injury liability, $1,000,000 aggregate , products/completed operations, and $50,000 fire legal liability, if applicable.

2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of $1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.

2.7.1.3 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer's Liability in the minimum amount of $1,000,000, and a waiver of subrogation in favor of DISTRICT.

2.7.1.4 Professional Liability coverage in the minimum amount of $1,000,000 each claim and $2,000,000 annual aggregate with a maximum deductible of $2,500 per claim. Policy shall be maintained for one year after the end of the contract period.

2.7.1.5 Abuse and Molestation coverage of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) Aggregate.

2.2.1.6 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of Lessee's insurance coverage and shall not contribute to Lessee's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

2.7.3 The Oxnard School District is to be named as **Additional Insured** as respects work done by Lessee under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.

2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.

2.7.5 Lessee agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:

2.7.5.1 Certificates of Insurance for coverage required under this Agreement
2.7.5.2 Additional insured endorsements; and
2.7.5.3 Thirty (30) days Notice Cancellation Clause endorsements.

EXHIBIT C

DEFINITION OF HAZARDOUS MATERIALS AND ENVIRONMENTAL LAWS

For purposes of this Site Lease, the term "**Hazardous Materials**" shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated, or addressed under any Environmental Laws (defined below), and (b)any materials, substances, products, by-products, waste or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, international, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste, or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

For purposes of this Site Lease, the term "**Environmental Laws**" shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of any and all Hazardous Materials, including, without limitation, all federal or state superfund statues or environmental clean-up statutes.

CHILDEV-01 JBRADY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/27/2022

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
Westlake Risk & Insurance Services
2659 Townsgate Rd Ste 103
Westlake Village, CA 91361

CONTACT NAME: Jackie Brady
PHONE (A/C, No, Ext): (805) 413-0256 FAX (A/C, No):
E-MAIL ADDRESS: jbrady@westlakerisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	18058
INSURER B : Insurance Company of the West	27847
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Child Development Resources of Ventura County Inc.
221 Ventura Blvd.
Oxnard, CA 93030

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	PHPK2425867	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	PHPK2425867	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB818714	7/1/2022	7/1/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WSD505601902	7/1/2022	7/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Sexual/Physical Liab			PHPK2425867	7/1/2022	7/1/2023	Occurrence	1,000,000
A	Professional Liab			PHPK2425867	7/1/2022	7/1/2023	Per Occurence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Projects at San Miguel, Haydock, Marina West, and Sierra Linda.
Professional Liability Per Occurrence $1,000,000 / Aggregate $3,000,000
Sexual/Physical Abuse or Molestation- Occurrence $1,000,000 / Aggregate $3,000,000

Oxnard School District is named additional insured with respect to the operations of the named insured.

CERTIFICATE HOLDER

Oxnard School District
Attn: Noemi Valdes
1051 South A Street
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #25-162 – University of Massachusetts Global (Carroll/Cordes)

University of Massachusetts Global (University) is proposing an agreement with the Oxnard School District (District) to include supervised practicum and/or fieldwork in the following courses of study: Teacher Ed (single/multi subject), School Counselor, School Psychologist, Ed Specialist (MMSN & ESN), and Education Administration.

Terms of Agreement: August 1, 2025 through July 31, 2028

FISCAL IMPACT:
None

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Human Resources, and the Director, Certificated Human Resources, that the Board of Trustees ratify Agreement #25-162 with University of Massachusetts Global.

ADDITIONAL MATERIALS:

Attached: Agreement #25-162, University of Massachusetts Global (13 Pages)

TRADITIONAL CLINICAL PRACTICE FIELDWORK AGREEMENT

Please check below all the applicable supervised practicum and/or fieldwork in which in your District will be participating with University of Massachusetts Global.

- ☑ **TEACHER EDUCATION (Single & Multiple Subject)**
- ☑ **SCHOOL COUNSELING**
- ☑ **SCHOOL PSYCHOLOGY**
- ☑ **EDUCATION SPECIALIST (MMSN & ESN)**
- ☑ **EDUCATION ADMINISTRATION**
- ☐ **EARLY CHILDHOOD EDUCATION**

THIS AGREEMENT is made and entered into by and between University of Massachusetts Global hereinafter called the "UNIVERSITY," and the

Oxnard School District

hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

A. The UNIVERSITY will ensure that the student shall have completed the necessary educational prerequisites to be eligible for supervised fieldwork including proof of negative TB test and issuance of certificate of clearance or emergency 30-day substitute teaching permit.

B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the cooperating teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.

C. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or disabilities/neurodivergent.

B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and

effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified University students with disabilities to participate in the program.

D. To provide for emergency health care of the student in case of accident at the expense of the student.

E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.

F. Comply with all federal, state, and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.

G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.

B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.

C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.

D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.

E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss

or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.

F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement.

G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence, $3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.

I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.

J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIEDWORK SITE CONTACT INFORMATION:

Oxnard School District
Attn: Ginny Whitt
1051 South A St
Oxnard CA 93030

UNIVERSITY CONTACT INFORMATION:

University of Massachusetts Global
65 Enterprise, Suite 150
Aliso Viejo, CA 92656
Attn: School of Education, Dean

K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of all accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.

M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof.

No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

A. THE TERM of this Agreement shall be effective:

and effect through (not to exceed 3 years): 08/01/2025

This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties. 07/31/2028

B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE:	Signature:	
	Name:	Melissa Reyes
	Title:	Director, Purchasing
	Date:	
UNIVERSITY:	Signature:	DocuSigned by: David Andrews 5FE5BE3779704C0...
	Name:	Dr. David Andrews
	Title:	Chancellor & CEO
	Date:	07/17/2025

Appendix A
Payment for Cooperating Teachers for Teacher Education Fieldwork Only

SPECIAL PROVISIONS – RATES and PAYMENTS

A. $ 200 Cooperating Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.

B. $ 200 Cooperating Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

   a. METHOD OF PAYMENT: Stipend is to be paid directly to the Cooperating Teacher.

C. In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, COOPERATING TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment.

D. Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the COOPERATING TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Payment for Supervisors at Fieldwork Site for Early Childhood Education Fieldwork Only

SPECIAL PROVISIONS – RATES and PAYMENTS

A. $50 for the supervising professional stipend per eight (8) week session of observation. Requires a total of 60 supervised contact hours for the student

   a. METHOD OF PAYMENT: Stipend is to be paid directly to the supervisor professional at Fieldwork Site.

B. In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been at the assignment for a minimum of two weeks, Supervisor at the FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

C. Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the supervisor professional at the FIELDWORK SITE shall submit an invoice, by email, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session.

Appendix B
Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

A. "Field Experience" and “Student Teaching” as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid clear teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience.

B. The UNIVERSITY’S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their Cooperating Teacher only (a maximum of four (4) days only): when they are ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.

C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week with the majority of the teaching assignment within the credential subject area for five days a week for a minimum of eight weeks.

D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week, with planned experiences and/or interactions that reflect the full diversity of grades/ages, federal disability categories and the continuum of special education services outlined in the specific credential authorization. This includes experiences in general education, experiences with parents and families, and experiences with a broad range of service delivery options leading to an extended culminating placement in which the candidate works toward assuming full responsibility for the provision of services in the specific credential authorization

E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.

F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session or two eight (8) week sessions, as mutually agreed between the UNIVERSITY and FIELDWORK SITE.

G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

H. Fieldwork Site Cooperating Teachers for multiple and single subject and education specialist candidates must complete an orientation to the program’s expectations to be knowledgeable regarding program curriculum and assessments, including the TPEs and the California Teaching Performance Assessment (CalTPA). Fieldwork Site Cooperating Teachers are required to complete a minimum of 10 hours of initial orientation provided through University on the program

curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, and assessments, including the TPEs and the CalTPA. The program ensures that fieldwork site cooperating teachers remain current in the knowledge and skills for candidate supervision and program expectations. Eight hours of the ten-hour orientation may be met via previous experience and professional development pertaining to cognitive coaching, adult learning theory, instructional practices, and inclusion. Two hours of the ten-hour orientation are specific to University of Massachusetts Global.

I. Fieldwork Site with Student Teachers must have a fully qualified administrator.

J. University utilizes video capture for candidate reflection and CalTPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. School Site shall inform Credential Student Teachers of video recording policies in place for the CalTPA video capture requirement. If the site does not have a video request form or permission slip a generic form is available to the candidate via the CTC webpage. Videos will only be shared using secure, password protected platforms for the purposes of credentialing only.

K. The UNIVERSITY shall complete formal observations and/or evaluations of the student approximately every 3 weeks regarding their performance at the FIELDWORK SITE. This may be conducted in person or via secure video utilizing the GoReact platform.

School Counseling Fieldwork:

A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.

B. The program assigns qualified supervisors and provides training based on the program's design.

C. Qualifications for supervisors must include, but are not limited to:

   a. Possession of a PPS School Counselor credential and a minimum of two years PPS experience as appropriate to the candidate's fieldwork setting.
   b. The University will provide materials for supervisors on training in models of supervision, the SCPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

D. Candidates are required to:

   a. Complete a minimum of eight hundred (800) clock hours in two of three school levels such as elementary, middle, high school with a minimum of two hundred (200) clock hours within each level. Two hundred (200) hours of the eight hundred (800) clock hours may be completed in other areas related to schools and/or counseling, such as field work hours needed for a Child Welfare and Attendance (CWA) authorization.
   b. Meet with their supervisor for one (1) hour of individual or one-and-one- half (1.5) hours of small group (limit 8 candidates per group) supervision per week. 600 clock hours are required in a public Pre-K-12 school, must be supervised by a professional who holds a valid PPS credential and is always also accessible to the candidate while the candidate is accruing fieldwork hours.

E. University Supervision Requirements include:

   a. One-and-one-half (1.5) hours per week of group supervision provided on a regular schedule throughout the field experience, usually performed by a program faculty member.
   b. The program provides preparation and continuing education for field experience supervisors on program requirements, models of supervision, and the SCPEs, in collaboration with site supervisors. Site Supervisors share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

F. Provide opportunities for students to gain a broad range of experiences, including experiences in:
   a. Personal and career assessments
   b. Personal counseling experience in either an individual or group context
   c. Experience in School-based programs serving parents and family members
   d. Observing classroom instruction
   e. Attending district and school-based meetings
   f. Mapping school-based community resources
   g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
   h. Participating in professional development activities.
   i. Participating in individual or group supervision.
   j. Learning about and using technology and information systems.
   k. Learning about Individual differences and student diversity.

G. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.

H. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years' experience in school counseling to serve as the primary supervisor. The candidate may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two candidates.

I. The FIELDWORK SITE shall ensure that the candidate receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

J. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

K. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

Specific Supervision Requirements for School Psychology Fieldwork:

A. There are two required levels of field-based activities. The first level, practicum, consists of a series of supervised experiences that occur prior to the culminating field experience or internship, and is conducted in field-based settings. The practicum provides for the application of pedagogical knowledge, skills and abilities as identified in the SPPEs.

B. A minimum of 450 clock hours of practicum is required according to the following standards and guidelines:

a. A minimum of three hundred (300) clock hours in a preschool to grade 12 school setting providing direct and indirect pupil services.
b. Up to 150 hours of experience may be offered through on-campus agencies (for example, child study center, psychology clinic, relevant educational research or evaluation activities), or community agencies (for example, private schools, community mental health centers).

C. Provide an average of two (2) hours of individual or small group supervision per week from an experienced school psychologist.

D. Assigned practicum supervisors must meet the following qualifications for practicum/fieldwork supervisors must include but are not limited to:

a. Minimum of 3 years of experience as professional in the field
b. Possession of a PPS School Psychology Credential
c. Knowledge of context and content appropriate to the practicum experience. A field-based professional holding a current and valid credential authorizing service as a school psychologist provides direct culminating fieldwork or internship supervision.

E. Provide experiences with a diverse student population.

F. Provide experiences with a variety of educational programs.

G. A minimum of twelve hundred (1,200) clock hours of field experience is required as part of the culminating fieldwork or internship according to the following guidelines:

a. The culminating field experience or internship is typically completed within one (1) academic year but shall be completed within no more than two (2) consecutive academic years.
b. The culminating field experience or internship must include a minimum of one thousand (1000) clock hours in a preschool –grade 12 school setting providing direct and indirect services to pupils.
c. Up to two hundred (200) hours of field experience may be acquired in other settings such as(a) private, state-approved educational programs; (b) other appropriate mental health-related program settings involved in the education of pupils; (c) relevant educational research or evaluation activities. Supervision and principal responsibility for the field experience in other settings is the responsibility of the off-campus agency.
d. A written plan for the culminating field (or intern) experience is prepared and agreed upon by representatives of the local educational agency, the field (or intern) supervisor(s), and program supervisory staff. The field experience plan is completed early in the field experience and is periodically reviewed and revised by the University Supervisor along with input from the site supervisor. The plan identifies the field experience objectives, describes appropriate experiences for the achievement of the objectives across settings, and outlines the evaluation plan for determining the achievement of each objective. The plan also delineates the responsibilities of both the university and the local supervisory personnel.

H. Provide opportunities for candidates to gain a broad range of experiences, including experiences in:

a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
c. Developing, implementing and evaluating academic and behavioral interventions.
d. Providing counseling and other mental health interventions.
e. Home, school, community collaboration: working with parents and community members.

f. Learning about, helping develop, or evaluating policy, practices and programs.
g. Participating in professional development activities.
h. Participating in individual or group supervision.
i. Learning about and using technology and information systems.

I. Learning about Individual differences and student diversity.

J. The University will provide materials for supervisors on training in supervision models, the SPPEs, and program fieldwork requirements. Supervisors will share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

K. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.

L. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years' experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.

M. The FIELDWORK SITE shall ensure that the student receives an average of two hours of individual or two hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

N. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

O. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.

B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

D. The FIELDWORK SITE shall support the Administration of the California Administrator Performance Assessment (CalAPA) video requirements.
   a. For purposes of implementing any video requirement, candidates must be able to record interactions with faculty, staff, and PK-12 students.
   b. The program assures that each school or district where the candidate is completing clinical practice/fieldwork has a media release for all who are videotaped on file.
   c. The program requires candidates to affirm that the candidate has followed all applicable video policies for any CalAPA task requiring a video, and maintains records of this affirmation for a full Accreditation cycle.

E. The FIELDWORK SITE shall provide a range of activities in educational settings. The settings must:
   a. support the candidate's ability to complete the CalAPA;
   b. demonstrate commitment to collaborative student-centered practices and continuous program improvement.
   c. have partnerships with appropriate other educational, social, and community entities that support teaching and learning for all students;
   d. create a learning culture that supports all students;
   e. understand and reflect socioeconomic and cultural diversity;
   f. support the candidate to access data, work with other educators, and observe teaching practice; and
   g. permit video capture, where designated, for candidate reflection and CalAPA task completion.

Early Childhood Education Fieldwork:

A. During the initial meeting with the school site employed supervisor, the candidate and the University Supervisor will collaborate to complete the Orientation Checklist and Fieldwork Plan. The Orientation Checklist will review fieldwork requirements and expectations. The Plan addresses the dates and times when the candidate will visit the practicum classroom, the candidate's goals for practicum, and the plan for increased responsibility.

B. A minimum number of 60 hours of fieldwork is required for this course. At each visit, the candidate will spend no fewer than three (3) hours in the classroom. To document the hours spent engaged in fieldwork, the candidate must use a Fieldwork Log. The Fieldwork Log documents the dates and times spent engaged in specific activities. The school site employed supervisor will initial and sign the log to verify the candidate is in the classroom.

C. Candidates must teach and reflect upon a minimum of three (3) lessons that will be observed by the University Supervisor. The exact number of lessons a candidate teaches is left to the school site employed supervisor's discretion. The practicum is based on gradual release of responsibility and needs to be individualized for each candidate while meeting course requirements. The candidate will plan foundations-based lessons that are developmentally, culturally and linguistically appropriate. Candidates are required to submit these plans to the school site employed supervisor prior to implementation.

D. University will use video capture of teaching for observations, candidate reflection and evaluation. Videos will only be shared on a secure platform for educational purposes only.

E. The candidate will adhere to the following professional standards:
   a. Except in cases of serious illness and approved excused absence the candidate will attend as per the schedule established at the initial meeting with the Supervising Professional.
   b. The candidate will personally contact the Supervising Professional and the University Supervisor in advance to obtain permission for absences.
   c. In cases of a one-day illness, the candidate must provide immediate notice to the site, Supervising Professional, and University Supervisor.
   d. The candidate will be punctual for all professional obligations including arrival at the site and other extra-curricular functions.
   e. The candidate will always dress professionally. This may include following any additional requirements set by the Supervising Professional or site.

Appendix C

Literacy Instruction

Literacy instruction is required of all Commission approved Preliminary Multiple Subject, Education Specialist (Mild to Moderate Support Needs, Extensive Support Needs, Visual Impairments, Deaf and Hard of Hearing, Early Childhood Special Education), and PK-3 Early Childhood Education (ECE) Specialist Instruction teacher preparation programs pursuant to Senate Bill (SB) 488 (Chap. 678, Stats. 2021).

A. District and University must ensure that:
   a. Candidates have the opportunity to Practice Teaching Foundational Literacy Skills in settings that allow candidates opportunities to practice teaching students foundational skills. Opportunities must be provided to candidates in clinical practice settings to take and pass a Commission approved literacy performance assessment that includes a focus on foundational literacy skills and the additional cross cutting themes in literacy.

   b. Candidates must have the opportunity to practice a strong literature, language, and comprehension component with a balance of oral and written language.

   c. The clinical practice settings must allow candidates opportunities to practice TPEs related to oral and written language, as applicable to the credential program. Candidates must have opportunities to practice diagnostic techniques that inform teaching and assessment and early intervention techniques. This includes practice screening and diagnostic techniques that inform teaching and assessment and early intervention techniques, as appropriate to the credential and as identified in the TPEs and standard.

   d. In addition to the full list of Teaching Performance Expectations (TPEs), candidates must have opportunities to engage specifically with TPE 7.6, 7.7, and 7.8 in their clinical experiences. The TPEs are outlined below:

      i. 7.6/U7.6 Meaning Making. Engage students in meaning making by building on prior knowledge and using complex literary and informational texts (print, digital, and oral), questioning, and discussion to develop students' literal and inferential comprehension, including the higher-order cognitive skills of reasoning, perspective taking, and critical reading, writing, listening, and speaking across the disciplines. Engage students in reading, listening, speaking, writing, and viewing closely to draw evidence from texts, ask and answer questions, and support analysis, reflection, and research.

      ii. 7.7/U7.7 Language Development. Promote students' oral and written language development by attending to vocabulary knowledge and use, grammatical structures (e.g., syntax), and discourse-level understandings as students read, listen, speak, and write with comprehension and effective expression. Create environments that foster students' oral and written language

development, including discipline-specific academic language. Enhance language development by engaging students in the creation of diverse print, oral, digital, and multimedia texts. Conduct instruction that leverages students' existing linguistic repertoires, including home languages and dialects, and that accepts and encourages translanguaging.

iii. 7.8/U7.8 Effective Expression. Develop students' effective expression as they write, discuss, present, and use language conventions. Engage students in a range of frequent formal and informal collaborative discussions, including extended conversations, and writing for varied purposes, audiences, and contexts. Teach students to plan, develop, provide feedback to peers, revise using peer and teacher feedback, edit, and produce their own writing and oral presentations in various genres, drawing on the modes of opinion/ argumentation, information, and narration. Develop students' use of keyboarding, technology, and multimedia, as appropriate, and fluency in spelling, handwriting, and other language conventions to support writing and presentations. Teach young children letter formation/printing and related language conventions, such as capitalization and punctuation, in conjunction with applicable decoding skills.

e. Within each clinical setting, it is expected that candidates have opportunities to practice skills outlined in the California Dyslexia Guidelines: https://www.cde.ca.gov/sp/se/ac/documents/cadyslexiaguidelines.pdf

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #25-163 – California Lutheran University (Carroll/Cordes)

California Lutheran University (University) is proposing a Counseling Non-Paid Internship Credential Program agreement with the Oxnard School District (District) to provide clinical experience through supervised school counseling to students enrolled in the Pupil Personnel Services (PPS) Program in School Counseling.

Term of Agreement: August 1, 2025 through July 31, 2030

FISCAL IMPACT:
None

RECOMMENDATION:
It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #25-163 with California Lutheran University.

ADDITIONAL MATERIALS:

Attached: Agreement #25-163, California Lutheran University (6 Pages)

California Lutheran
UNIVERSITY

SCHOOL COUNSELING NON-PAID INTERNSHIP CONTRACT

This Agreement is made between California Lutheran University, a California nonprofit public benefit corporation (CLU) and
Oxnard School District (AGENCY)

RECITALS

A. CLU has established an approved program of special training entitled the School Counseling Non-Paid Internship Credential Program, to provide clinical experience through supervised school counseling to students enrolled in the Pupil Personnel Services (PPS) Program in School Counseling (the "Program").

B. Program requires supervision and facilities provided by the AGENCY where students can obtain the clinical learning experience required in the curriculum; and

C. The AGENCY provides the clinical setting, supervision, and equipment needed by Program Interns as part of their practical learning experience.

TERMS

In consideration of the mutual promises and conditions in this Agreement and for good and valuable consideration, CLU and the AGENCY agree as follows:

1.0 Obligations of the AGENCY.

1.1 AGENCY will provide a suitable clinical learning experience and supervision for the intern.

1.2 AGENCY will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of CLU's program.

1.3 AGENCY agrees to provide support personnel for the intern. Support personnel must have the following minimum qualifications:

a. Immediate supervisor must be fully credentialed as a school counselor with the Pupil Personnel Services Credential with advanced authorization in School Counseling with at least two years experience

1.4 AGENCY agrees that no appropriately certificated employee will be displaced by the use of any intern and that the AGENCY is unable to fill the necessary position with a qualified certificated employee for which this internship credential is

being implemented.

1.5 AGENCY agrees to have on file procedures for assignment and evidence of paying the support personnel assigned to intern.

1.6 The AGENCY agrees that the rationale for implementing and participating in the California Lutheran University School Counseling Internship Credential Program is to provide appropriately trained personnel to meet the educational needs of the students within the AGENCY. This includes:

a. providing sufficient resources for the intern to perform their duties
b. providing protected time for the AGENCY-provided support personnel to work with the intern within the school day
c. Identify time and frequency of support and clearly define the expectations for support.

1.7 The AGENCY has advised and consulted with the exclusive representative of the applicable interns in this area.

1.8 AGENCY shall provide all equipment and supplies needed for clinical instruction at Facility.

1.9 AGENCY shall arrange for emergency care in case of illness or accident to any participating intern including workers compensation insurance.

1.10 Terms of internship, including the evaluation process of site support is clearly defined for the intern.

2.0 Obligations of CLU.

2.1 CLU will ensure that the intern meets all Commission on Teacher Credentialing (CTC) pre-service requirements in order to qualify for an intern program.

2.2 CLU will work with the AGENCY to develop a professional plan that includes:

a. provisions for ongoing evaluation of the AGENCY intern
b. description of the courses and other requirements to be completed by the intern.

2.3 CLU will provide supervision of the intern according to a prescribed plan. University supervisor qualifications will include:

a. current knowledge of the content area being supervised
b. ability to model best professional practices in counseling and guidance.
c. knowledgeable about issues of diversity, including cultural, language, ethnic, sexual orientation, diverse abilities, SES, and gender diversity.

2.4 CLU will provide and maintain the records and reports necessary for conducting the students' internship experience.

2.5 CLU will inform the intern, faculty, and staff members that they are prohibited from the publishing of any material relative to their clinical learning experience that has not been approved for release for publication by both AGENCYand CLU in writing.

2.6 CLU will provide the AGENCY with a description of the non-paid internship program, curriculum and objectives to be achieved.

2.7 CLU will inform CLU instructors and interns that they must abide by the rules and policies of AGENCY while using its facilities.

2.8 CLU will provide its University Supervisors with ongoing support and training regarding the mentoring process and the documentation process necessary for the intern program.

2.9 CLU will identify the time and frequency of observations to the intern and the AGENCY. Visits to the site by the University Supervisor will include individual and group advising/counseling observations, consultations with parents, teachers and other school personnel, and classroom guidance activities.

2.10 CLU will support collaboration between the AGENCY appointed support provider and the university supervisor.

3.0 Term.

3.1 This agreement will commence on **August 1, 2025** and is valid for five years until **July 31, 2030** (or if changes are required for CTC regulations or standards).

4.0 Application of AGENCY's Rules.

The intern will be under the jurisdiction of the AGENCY for training purposes and will follow facility rules to the extent that such rules directly relate to the internship. CLU interns will be expected to conduct themselves in a professional manner such that their attire and their appearance conform to the accepted standards of Facility.

5.0 Reservation of Rights: Placement.

CLU and the AGENCY each reserve the right to withhold or withdraw the placement of Program students depending upon the availability of facilities and qualified support personnel to adequately provide a satisfactory field experience.

6.0 Insurance Hold Harmless.

6.1 CLU agrees to defend, indemnify, and hold harmless the AGENCY, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of the negligence of CLU or those of any of its officers, agents, employees, or students, arising out CLU's activities which are the subject of this Agreement, but only in proportion to and to the extent that such claims, demands, losses, damages and expenses, legal fees and costs, other obligations or claims which are attributable to CLU's negligence in the performance of this Agreement. CLU is also held harmless for workers' compensation, AGENCY taxes and withholding, and any other financial costs related to employment of AGENCY employees.

AGENCY agrees that it will indemnify and hold harmless CLU, its servants, agents and employees, and any students acting as such, from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of AGENCY, its servants, agents, or employees, in connection with or arising out of the activity which is the subject of this Agreement, but only in proportion to and to the extent that such claims, demands, losses, damages and expenses, legal fees and costs, other obligations or claims, are attributable to Agency's negligence. AGENCY is also held harmless for workers' compensation, CLU taxes and witholding, and any other financial costs related to employment of CLU employees.

6.2 Each party to this Agreement shall provide and maintain Worker's Compensation including employer's Liability Insurance as required under the law of the State of California. In addition, each party shall provide and maintain at its own expense a program of insurance covering its activities and operations, hereunder, with respect to the acts and omissions of each respective party's employees, interns, agents, and/or students, which shall include but limited to; (1) comprehensive general liability; and (2) professional liability. The general liability insurance shall have a minimum coverage of US $1,000,000 per occurrence and US $3,000,000 aggregate. The professional liability insurance shall carry a single limit of not less than US $1,000,000 per occurrence and US $3,000,000 aggregate.

7.0 Laws, Rules, and Regulations; Non-Discrimination.

7.1 AGENCY and CLU agree that neither will discriminate against any individual on the basis of age, sex, race, creed, color, sexual orientation, religious belief, national or ethnic origin, disability, marital status, status as a disabled veteran, or veteran of the Vietnam era, and that Facility agrees to comply with all non-discriminatory laws and policies that CLU promulgates and to which CLU is subject.

7.2 AGENCY agrees that it will abide by all applicable executive orders, federal, state and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time, including, but not limited to, compliance with the Americans with Disabilities Act.

7.3 CLU shall be responsible for ascertaining from the AGENCY all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. The Intern is required to comply with Education Code section 45125.1, Fingerprint certification requirements. CLU must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the AGENCY under this Agreement. The Intern is required to comply with Education Code section 49406, Examination for tuberculosis requirements. CLU must cause to be on file with the AGENCY a certificate from the examining physician showing the Intern has been examined and found free from active tuberculosis.

8.0 Use of Name; Advertising.

Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two parties are related, without first obtaining the written consent of the other party.

9.0 Termination

Either party may terminate this agreement upon 30 days' written notice to the other party except if CLU's termination of this agreement is based on lack of funding, or it is discovered that site supervision is not being provided in accordance with this agreement; the 30 days' notice shall not apply. The notice required under this clause shall be sent by registered mail.

10.0 Non-Assignment and Subcontracting.

Agency shall not assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of CLU.

11.0 Entire Agreement; Modification.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

12.0 Governing Law.

This Agreement shall be governed by and construed under the laws of the State of California, which shall be the forum for any lawsuit arising from or incident to this Agreement.

13.0 Consideration.

Under the terms of this Agreement, neither party provides any compensation to

the other party for services rendered under this agreement.

14.0 Severability.

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

15.0 Waiver.

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, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

16.0 Counterparts.

This Agreement may be executed in any number of identical counterparts, notwithstanding that the Parties have not signed the same counterpart, with the same effect as if the Parties had signed the same document. All counterparts will be construed as and constitute one and the same agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this 5th day of November, 2025.

California Lutheran University:	Oxnard School District
By:_____ (Signature)	By:_____ (Signature)
Leanne Neilson	Melissa Reyes (Printed Name)
Provost and Vice President for Academic Affairs	Director, Purchasing (Title)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #25-164 – University of Phoenix, Inc. (Carroll/Cordes)

The University of Phoenix, Inc. (University) would like to enter into a Student Teacher Internship Program with the Oxnard School District (District) through which University students enrolled in a credentialing program ("Student Teachers") will gain experience in the public-school setting. Student Teachers will be supervised by the district's designated supervisor(s)/teacher(s) with at least five (5) year experience and an appropriate degree, credential, or license in their specified field.

Term of Agreement: October 1, 2025 through June 30, 2028

FISCAL IMPACT:
None

RECOMMENDATION:
It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #25-164 with the University of Phoenix, Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #25-164, University of Phoenix (6 Pages)

OSD Agreement #25-164

Memorandum of Understanding and Agreement to Provide Student Teacher Placements to University Students

This agreement is between the **Oxnard School District ("District")** and **The University of Phoenix, Inc. ("University")**, who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students enrolled in a credentialing program ("Student Teachers") will gain experience in the public school setting.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of _3_ years beginning **October 1, 2025** and ending **June 30, 2028**, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the Student Teachers with supervised internship experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential, or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the internship. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the Internship Program.
3. The District will maintain complete records and reports on each Student Teacher's performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Internship Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a Student Teacher, the District may terminate the internship for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its

sole discretion, that thepresence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical orlegal violations. University will cooperate with District in any investigation concerning the reported violation.

6. District shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care, or other health care to any Student Teacher.
7. The District shall maintain sole responsibility for the instruction, education and welfare of its pupils. District shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils

UNIVERSITY RESPONSIBILITIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Student Teacher.
2. University will confer regularly with District and site administration and District-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment, and professional conduct.
6. University supervisors will conduct systematic and regular observations either in person, virtual or hybrid of Student Teachers' performances in the District's classrooms.
7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.

STUDENT TEACHER RESPONSIBILITIES

1. Provide the District with the following documentation:
   - a copy of the letter from the University assigning the student to the District.
   - a background check fingerprint clearance report.
   - a negative tuberculosis risk assessment or test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.

3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as a Student Teacher.
4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the internship program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical, or otherwise, which is obtained in the course of the internship program is forbidden except as a necessary partof the practical internship experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents, or others.

STATUS OF LOCAL EDUCATIONAL AGENCY AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University students serving as Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide notice to its student participants of theprovisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall have a policy of general liability coverage with $1,000,000 minimum limit for each occurrence and a minimum limit of $4,000,000 General Aggregate. The General Liability Coverage shall include coverage for molestation or abuse with $1,000,000 minimum limit for each occurrence and in the General Aggregate. The University shall also have Professional Liability Coverage with $1,000,000 minimum limit for each claim and a minimum limit of $4,000,000 General Aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above-described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising

out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least $2 million per claim per occurrence/ $4 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District orwhile performing any duty whatsoever under the terms of the Agreement or while going to or from any of the internship placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the district.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injuryor damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused byor result from the negligent or intentional acts or omissions of University, its officials, agents, oremployees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent suchliability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of

this Agreement shall be venued in the county in which the District is located.

3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable; that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed and entered into by the parties on this 5th day of November , 2025.

	Oxnard School District	The University of Phoenix, Inc.
By:	_____	_____
	Signature	Signature
	Melissa Reyes	_____
	Name	Name
	Director, Purchasing	_____
	Title	Title
	1051 S A Street	_____
	Street	Street
	Oxnard, CA 93030	_____
	City, State, Zip Code	City, State, Zip Code
	mvreyes@oxnardsd.org	_____
	E-mail Address	E-mail Address
	805/385-1501 x.2410	_____
	Telephone	Telephone

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll **Date of Meeting:** November 05, 2025

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #25-165 – Ventura County Community College District (Carroll/Cordes)

Ventura County Community College District will continue to establish a partnership with the Oxnard School District to provide practicum and teaching experience for students enrolled in the Elementary Teacher Education Associate Degree program. The district agrees to provide student teachers with a minimum of 45 hours of supervised practicum experience, during which certified classroom teachers will serve as mentors. Student teachers will participate in classroom activities that support the district's instructional programs and objectives.

Terms of Agreement: July 1, 2025 through June 30, 2030

FISCAL IMPACT:
None

RECOMMENDATION:
It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #25-165 with Ventura County Community College District.

ADDITIONAL MATERIALS:

Attached: Agreement #25-165, Ventura County Community College District (8 Pages)

OSD AGREEMENT #25-165

ELEMENTARY TEACHER EDUCATION CONTRACT: STUDENT PRACTICUM AGREEMENT

This Agreement is made between

Ventura County Community College District
761 E Daily Drive, Suite 200
Camarillo, CA 93010
805-652-5560

(hereinafter referred to as "DISTRICT") and

Oxnard School District
1051 South A St.
Oxnard, CA 93030
805-385-1501

(hereinafter referred to as "AGENCY").

RECITALS

WHEREAS DISTRICT has an Elementary Teacher Education Associate Degree Program (hereinafter referred to as "Program") which requires a minimum of 45 hours of practicum experiences; and

WHEREAS AGENCY has the facilities which are suitable for providing the 45 hours of practicum experience, and certified classroom teachers available to cooperate with the Practicum Student (hereinafter, elementary teachers who mentor Practicum Students shall be referred to as "Instructor"; and

WHEREAS it is essential for practicum students in the Program at the DISTRCT to acquire such elementary education teaching practicum experience during their learning process (hereinafter, students participating in the practicum shall be referred to as "Practicum Students" and children who are in classrooms which are involved in the practicum shall be referred to as "Classroom Students"); and

WHEREAS it is beneficial to AGENCY to contribute to the education of the future supply of Elementary Teacher Education Graduates;

NOW, THEREFORE, in consideration of the mutual agreements set forth therein, the District and the Facility enter into this Agreement on the terms and conditions set forth below.

AGREEMENT

1. GENERAL RESPONSIBILITIES OF DISTRICT

A. DISTRICT shall supervise all structured practicum fieldwork experience for the Program.

B. DISTRICT will designate Practicum Students from those enrolled in their Elementary Teacher Education Program for assignment to AGENCY for practicum.

C. DISTRICT shall require that all Practicum Students submit a negative TB skin test or, a negative chest x-ray if they have previously received a positive TB skin test.

D. DISTRICT shall advise Practicum Students of any additional requirements that are specific to the individual school and district in which they complete their practicum experience. Practicum Students must fulfill these requirements before they can complete practicum hours.

E. DISTRICT shall outline a professional dress code for Practicum Students during their practicum experience.

F. DISTRICT shall provide for orientation for its instructors and Practicum Students to familiarize them with

AGENCY policies, practices, and facilities before assigning them to duties at the AGENCY.

G. DISTRICT shall prepare the necessary schedules, directives, and the memoranda for practicum at AGENCY.

H. DISTRICT shall furnish to the AGENCY Department Head of Elementary Teacher Education or designee; a pre-semester schedule of dates and number of Practicum Students expected prior to the assignment of such to AGENCY.

I. DISTRICT shall require that any change in a Practicum Student's enrollment health status will be evaluated on an individual basis.

J. DISTRICT warrants that each of its DISTRICT instructors supervising or participating in practicum instruction at AGENCY will meet the DISRICT educational qualifications.

K. DISTRICT shall be responsible for the assignment, guidance, supervision, and evaluation of all student practicum experiences provided at AGENCY.

L. DISTRICT shall ensure that each student, instructor, and employee in the Program is informed and expected to comply with ethical standards as outlined by the California Commission on Teacher Credentialing.

M. DISTRICT shall, at the first opportunity following receipt of notice, transfer Practicum Students who are unable to properly perform their practice assignments and responsibilities.

N. DISTRICT shall be responsible for safeguarding Practicum Student information in compliance with Title 42 Code of Federal Regulations, Part 2 as well as Health Insurance Portability and Accountability (HIPPA) standards.

O. DISTRICT shall ensure that Practicum Students have completed an appropriate background check, including fingerprinting/live scan as described below. NOTE: Live scan will be required for instances when provider's employee/volunteer is NOT under the direct supervision of a Certificated employee.

P. DISTRICT shall have Practicum Student execute a statement of student responsibilities, a waiver of liability, a student acknowledgement of code of ethics agreement, and a TB skin test, in the forms attached hereto, marked as Exhibit "A" respectively, and are incorporated into this Agreement by this reference.

2. GENERAL RESPONSIBILITIES OF AGENCY

A. AGENCY shall provide practicum experience and observation opportunities of educational value appropriate for the learning experience for Practicum Students designated by DISTRICT. When appropriate as determined by the Instructor and available, these experiences may include both observation and understanding of the California Teaching Profession and Performance standards and ethics, the roles and functions of educators in meeting the diverse needs of students, the impact of cultural contexts on learning, and contemporary issues in education.

B. AGENCY shall accept an appropriate number of Practicum Students as agreed upon by both parties, to assure maximum learning during the practicum experience.

C. AGENCY shall provide a contact person, acceptable to the DISTRICT, who shall assist the DISTRCT Instructor in coordinating the placement of Practicum Students and shall serve as the principal liaison for communication between the AGENCY and DISTRICT regarding Practicum Students.

D. AGENCY shall provide to the extent needed and available, suitable classroom facilities, storage space for teaching materials, and suitable secure storage for Practicum Student possessions.

E. AGENCY recognizes that DISTRICT is responsible for the learning experiences of Practicum Students but reserves the right in all problem situations requiring immediate solution to resolve the situation in the favor of the Classroom Students, placing the practicum student in the position of observer, with subsequent clarification to follow between the instructor and AGENCY.

F. AGENCY reserves the right to terminate, with cause, at any time, the practicum experience of any Practicum Student, and agrees to notify the DISTRICT, in writing, of the AGENCY's intent to exercise such right.

G. AGENCY shall provide certified educators adequate in number, in each area where Practicum Students are receiving practicum experience in order to ensure safe, effective, and continuous services to the Classroom Students.

H. AGENCY shall not decrease their customary number of staff as a result of the assignment of Practicum Students in the Program.

I. The AGENCY retains full administrative responsibility for the care and instruction of the Classroom Students. Practicum Students and Instructors, as participants in this AGENCY classroom, will not replace AGENCY staff and agree to follow any decision rendered by the proper AGENCY staff unless such a decision is in violation of the law.

J. AGENCY shall, at any time when a Practicum Student or Instructor is participating in the practicum experience at AGENCY, provide to Practicum Students and Instructor necessary emergency health care or first aid for accidents or illness occurring in its facilities and such treatment provided in its facilities will be at DISRICT's expense. Any other treatment provided outside AGENCY's facilities will be at the expense of Practicum Student or insurance provided by the DISTRICT if applicable.

3. DISTRICT AND AGENCY FURTHER AGREE THAT

A. Designated Practicum Students shall be subject to the rules and regulations of both DISTRICT and AGENCY.

B. DISTRICT and AGENCY shall mutually agree upon the dates and hours for the practicum experience assignments.

C. Practicum Students shall receive no salary or stipend for the service they may give in the course of the practicum experience.

D. AGENCY's space, Classroom Student population, appropriate supervisory staff, and other considerations reasonably related to the services provided by the AGENY to its Classroom Students, educators families and community stakeholders, shall be considered in the determination of the appropriate number of students agreed upon for participation in the program contemplated by this Agreement.

E. In the event either party terminates the Agreement by giving said written notice to the other party, Practicum Students currently participating in their practicum experience shall be permitted to complete their practicum experience by the end of the current semester under the terms of the Agreement.

4. INSURANCE – The DISTRICT and AGENCY, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of insurance:

A. Workers' Compensation Insurance. DISTRICT & AGENCY 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. In the case of any activities which are hired or subcontracted, DISTRICT & AGENCY shall require all vendors and subcontractors to provide Workers' Compensation Insurance for all of the vendor's and/or subcontractor's employees to be engaged in such activities unless such employees are covered by the protection afforded by the DISTRICT's or AGENCY's Workers' Compensation Insurance.

B. General Liability Insurance. The DISTRICT and AGENCY 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 General Aggregate commercial general liability insurance including Workers Compensation of at least $1,000,000 per occurrence, Automobile Liability of at least $1,000,000 and Abuse and Molestation of at least $1,000,000 per occurrence and provide AGENCY with an additional covered party endorsement naming the AGENCY as an additional covered party. Copies of renewal notices during the term of this contract must be provided to the AGENCY within thirty (30) days to keep the contract in force. If the DISTRICT changes insurance carriers, AGENCY must be notified thirty (30) days prior to change.

C. Other Coverage. The DISTRICT and AGENCY shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of $1,000,000 per occurrence and $2,000,000 aggregate.

D. Certificates of Insurance. The DISTRICT and any and all vendors and subcontractors working for the DISTRICT shall provide certificates of insurance as evidence of the insurance coverage required herein, not less than fifteen (15) days prior to commencing the proposed activity, and at any other time upon the request of the AGENCY. Certificates of such insurance shall be filed with the DISTRICT on or before commencement of the services under this Agreement.

5. **INDEMNIFICATION**

A. The AGENCY shall save, defend, hold harmless and indemnify DISTRICT (its employees, volunteers, officers, directors and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of AGENY or its board members, officers, employees, volunteers or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of DISTRICT.

B. The DISTRICT shall save, defend, hold harmless and indemnify the AGENCY (District, board members, employees volunteers and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of DISTRICT or its employees, volunteers, officers, directors or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of AGENCY.

6. **NONDISCRIMINATION**

Neither AGENCY nor DISTRICT will discriminate against any person because of race, color, religion, ancestry, national origin, disability, marital status, age, sexual orientation, gender or any basis that is contained in the prohibition of hate crimes set forth in subdivision (a) of Section 422.6 of the *Penal Code*.

7. **RELATIONSHIP**

The relationship of AGENCY and DISTRICT shall be that of independent contractors. Neither party shall be considered the agent or employee of the other. Neither shall exercise control or direction over the other while performing their respective obligations under this Agreement. Neither party intends to create a partnership or joint venture by entering into this Agreement.

8. **WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or a different provision.

9. **TERMINATION OF AGREEMENT**

This Agreement shall be effective as of date of execution and shall continue subject to cancellation. Either party may terminate this Agreement by giving ninety (90) days written notice. Said notice shall be sent by certified mail, return receipt requested, and ninety (90) days shall begin on the date of receipt thereof. Such termination shall have no effect upon those students then enrolled in the Program at AGENGY.

10. **DATE OF AGREEMENT**

This Agreement shall commence on July 1, 2025 and shall continue to be in effect for a five (5) year period, terminating on June 30, 2030.

11. **MODIFICATION**

No modification, amendment, supplement to this Agreement, or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties hereto.

12. **SURVIVING SECTIONS**

All obligations under this Agreement which are continuing in nature, shall survive the termination or conclusion of this Agreement.

13. **ASSIGNMENT**

Neither DISTRICT nor AGENCY may assign this Agreement without the express written consent of the other.

14. **RULES OF CONSTRUCTION**

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either DISTRICT or AGENCY. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identifications of the person or persons, entity or entities, may require.

15. **ENTIRE AGREEMENT**

This Agreement contains the final, complete, and exclusive agreement between the parties hereto. Any prior agreements, promises, negotiations, or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. Each party hereto has carefully read this Agreement and signs the same of its own free will.

16. **GOVERNING LAW**

This Agreement is made and entered into in the Sate of California, and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

17. **COUNTERPARTS**

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto.

18. **SEVERABILITY**

The provisions of this Agreement are specifically made severable. If any clause, provision, right, and/or remedy provided herein are unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right, and/or remedy were not contained herein.

19. **AUTHORIZATION**

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

OXNARD SCHOOL DISTRICT (AGENCY):

Program Administrator

Name Dr. Scott Carroll Phone (805) 385-1501 ext. 2050

Title Assistant Superintendent, Human Resources Email scarroll@oxnardsd.org

Signature _____ Date _____

Facility Authorized Signature

Name Melissa Reyes Phone (805) 385-1501 ext. 2410

Title Director of Purchasing Email mvreyes@oxnardsd.org

Signature _____ Date _____

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT (DISTRICT):

Program Administrator

Name Evan Michael Hess, JD, EDD, FAWM Phone 805-678-5067

Title Department Chair, Education Email ehess@vcccd.edu

Signature _____ Date _____

Campus Authorized Signature

Name Dr. Luis Gonzalez Phone 805-678-5198

Title VP of Academic Affairs & Student Learning Email lgonzalez@vcccd.edu

Signature _____ Date _____

District Administrative Center Signatures

Name Ilene Mehrez Phone 805-652-5558

Title Director, Procurement & Contract Services Email imehrez@vcccd.edu

Signature _____ Date _____

Name Valerie Mitchell Phone 805-652-5536

Title Vice Chancellor, Bus. & Admin. Services Email vmitchell@vcccd.edu

Signature _____ Date _____

EXHIBIT "A"

STATEMENT OF STUDENT RESPONSIBILITIES REGARDING AGENCY AND DISTRICT TRAINING PROGRAM & REQUIREMENTS

1. Provide proof of a negative TB skin test or a negative chest x-ray if a positive TB skin test occurred.

2. Conform to all applicable AGENCY policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the designated representative of AGENCY and DISTRICT.

3. Additional rules and regulations which a student must be noticed of and/or expected to comply with:

_____

_____

_____

Signed: _____ Name: _____ Date: _____

STUDENT WAIVER OF LIABILITY

1. In consideration of the educational opportunity afforded to me by AGENCY, I hereby waive any claim for damages against AGENCY, its employees, and/or agents alleged to have resulted from any tortuous acts or omissions of AGENCY, its employees, and/or agents.

   Signed: _____ Name: _____ Date: _____

2. In consideration of the educational opportunity afforded to me by DISTRICT, I hereby waive any claim for damages against DISTRICT, its employees, and/or agents alleged to have resulted from any tortuous acts or omissions of DISTRICT, its employees, and/or agents.

   Signed: _____ Name: _____ Date: _____

VERIFICATION OF A NEGATIVE TB SKIN TEST

I have attached proof of my negative TB skin test. If my TB skin test was positive, I have attached proof of a negative TB chest x-ray.

Signed: _____ Name: _____ Date: _____

STUDENT ACKNOWLEDGEMENT OF CODE OF ETHICS AGREEMENT

1. The undersigned agrees to the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

   In fulfillment of the obligation to the student, the educator:
   a. Shall not reasonably restrain the student from independent action in the pursuit of learning.
   b. Shall not unreasonably deny the student access to varying points of view.
   c. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
   d. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
   e. Shall not intentionally expose the student to embarrassment or disparagement.
   f. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social, or cultural background, or sexual orientation, unfairly exclude any student from participation, deny benefits to any student and/or grant any advantage to any student.
   g. Shall not use professional relationships with students for private advantage.
   h. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

2. The undersigned agrees to uphold the highest ideals of professional service.

   In fulfillment of the obligation to the profession, the educator:
   a. Shall not reasonably restrain the student from independent action in the pursuit of learning.
   b. Shall not in any application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
   c. Shall not misrepresent their professional qualifications.
   d. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
   e. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
   f. Shall not assist a non-educator in the unauthorized practice of teaching.
   g. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
   h. Shall not knowingly make false or malicious statements about a colleague.
   i. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

Signed: _____ Name: _____ Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** November 05, 2025

Agenda Section: Section D: Action Items

Request for Authorization to Advertise for Bids for the District Office Enhancement Project (Pifko/Bennett)

The District would like to request Authorization to move forward with advertising for the District Office Enhancement Project, which includes a comprehensive scope of exterior improvements at the District's main ESC facility and surrounding grounds. The project will enhance building exteriors, upgrade perimeter security, and rehabilitate existing parking areas to extend their service life. This project will be funded out of Deferred Maintenance Funds.

The District Office Enhancement Project includes a series of exterior improvements across the campus. The scope of work includes the following:

- The project will provide new exterior finishes for the main ESC Building and the two large storage buildings located at the rear of the facility.
- On the ESC Building, selected portions of the existing wood siding will be removed and replaced with new prefinished metal panels. All colors will be selected by the District in coordination with the Architect.
- All existing wood finishes will be either properly prepared for painting or replaced, as necessary. Additionally, existing concrete panels will be cleaned and prepped to receive new paint finishes.
- The existing chain-link and wood fencing along the west and south property lines, as well as portions along the north side, will be removed.
- New tube steel fencing with expanded metal mesh inserts will be installed in these areas to enhance site security.
- Two new motorized sliding gates will be installed: one at the Wooley Road entrance and another at the South A Street entrance. These gates will include all required electrical and low-voltage systems to ensure proper operation.
- The existing asphalt parking areas, including those along South A Street, Wooley Road, the area south of the storage buildings, and from the rear of the ESC Building to the west alley, total approximately 125,100 square feet.
- According to a report by PEI Consultants, these asphalt areas will require crack filling, seal coating, and re-striping to restore surface integrity and appearance.

Preliminary Estimated Probable Cost of Construction: $2,000,000.00

FISCAL IMPACT:
None

RECOMMENDATION:

It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the Authorization to Advertise for Bid for the District Office Enhancement Project.

ADDITIONAL MATERIALS:

Attached: Preliminary Estimate (9 Pages)
Presentation (6 pages)

Project: Exterior Painting New Fencing at The Education Service Center F&M Job No. 3210
District: Oxnard School District 10/16/2025

PRELIMINARY ESTIMATED PROBABLE COST OF CONSTRUCTION

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
Demo existing fence	1	L.S.		$35,000.00
New T.S. Fencing	920	LF	$ 210.00	$193,200.00
20 foot wide gates	4	EA	$ 7,500.00	$30,000.00
Electric motors and power	2	EA	$ 20,000.00	$40,000.00
Rework existing wood siding	1	L.S.		$150,000.00
Painting	34,000	S.F.	$ 20.00	$680,000.00
New Metal Siding	4,520	S.F.	$ 100.00	$452,000.00
New Paving & Stripping at Parking Area	125,100	S.F.	$ 1.75	$218,925.00
Subtotal				**$1,799,125.00**
General Conditions (20%)				$ 359,825.00
OH&P (5%)				$ 107,947.00
Bonds & Insurance (4%)				$ 90,675.00
Contingency (10%)				$ 235,757.00
Construction Cost				**$2,593,329.00**
Soft Cost				$ 32,500.00
Total Project Cost				**$2,625,829.00**

EXTERIOR FINISHES & NEW FENCING AT THE EDUCATION SERVICE CENTER

1051 SOUTH "A" STREET
OXNARD, CA 93030

OXNARD SCHOOL DISTRICT

GENERAL NOTES

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING AND PROPOSED CONSTRUCTION, PIPING, CONDUITS, CLEAN-OUTS, PULL BOXES, ETC. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DISTRICT AND ARCHITECT PRIOR TO COMMENCING WORK.
2. CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL GRADES ELEVATIONS, DIMENSIONS, AND CONDITIONS OF INSTALLATION PRIOR TO PROVIDING BID. ANY DISCREPANCIES DISCOVERED BY THE CONTRACTOR DURING THE ABOVE INVESTIGATIONS SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT. THE CONTRACTOR BY MEANS OF OFFERING A BID SHALL THEREBY CERTIFY THAT THE ABOVE STATED REQUIREMENTS HAVE BEEN MET.
3. GENERAL CONTRACTOR SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT, AND TRANSPORTATION NECESSARY FOR THE COMPLETE AND PROPER EXECUTION OF THE WORK.
4. THE ADEQUACY AND SAFETY OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC., IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR, AND HAS NOT BEEN CONSIDERED BY THE ARCHITECT AND / OR STRUCTURAL ENGINEER.
5. ALL WORK SHALL CONFORM TO THE "APPLICABLE CODES" AS LISTED HEREON.
6. CONTRACTOR SHALL REMOVE FROM SITE AND DISPOSE OF IN A LEGAL MANNER ALL EXCESS DIRT / SOIL AND DEBRIS RESULTANT OF THE CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS PROJECT.
7. CONTRACTOR SHALL BE REQUIRED TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FOR ALL WORK THAT OCCURS IN ANY PUBLIC RIGHT-OF-WAY AND / OR EASEMENT. FEES FOR REQUIRED PERMITS SHALL BE PAID FOR DIRECTLY BY CONTRACTOR AND SHALL BE REIMBURSED BY THE DISTRICT 1:1.
8. PROPERLY REMOVE ALL DEMOLISHED ITEMS AND MATERIALS FROM THE SITE AND DISPOSE OF ALL IN A LEGAL MANNER.
9. REPAIR OR REPLACE EXISTING WALKS, UTILITY LINES, LANDSCAPING, ETC. THAT ARE DAMAGED DURING CONSTRUCTION. PROTECT ALL EXISTING CONSTRUCTION DESIGNATED TO REMAIN.
10. CONTRACTOR SHALL NOTIFY DISTRICT AND ARCHITECT IN WRITING UPON COMPLETION OF SITE PREPARATION.
11. PATCH AND REPAIR ALL SURFACES AFFECTED BY CONTRACT WORK AND BY SELECTIVE DEMOLITION TO A "LIKE NEW" CONDITION OR TO MATCH EXISTING ADJACENT FINISHES.
12. FIRE SAFETY DURING CONSTRUCTION, ALTERATION OR DEMOLITION SHALL BE IN ACCORDANCE WITH 2022 CFC CHAPTER 7, 11 AND 33.
13. ALL CONTRACTORS ARE ADVISED THAT CERTAIN PORTIONS OF THE WORK MAY NOT BE EASY AND MAY EXCEED THE ASSUMED STANDARD OF THE INDUSTRY, INCLUDING MEANS AND METHOD, OPERATIONAL STAGING, SCHEDULING AND COORDINATION OF WORK, AS WELL AS TIME AND DURATION OF ACTIVITIES NECESSARY TO SATISFACTORILY COMPLETE THE PROJECT IN ACCORDANCE WITH THIS CONTRACT. CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, MATERIALS AND OPERATIONAL SUPPORT NECESSARY TO COMPLETE THE PROJECT AS REQUIRED UNDER THIS CONTRACT.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING WATER NECESSARY FOR CONSTRUCTION. WATER CAN BE MADE AVAILABLE ON-SITE VIA EXISTING HYDRANT, AND SHALL BE PROPERLY METERED THROUGH LOCAL WATER AGENCY.
15. CONTRACTOR MAY ONLY STAGE AND PERFORM WORK IN AREAS SPECIFICALLY IDENTIFIED FOR THIS CONTRACT. ALL WORK REQUIRED TO BE PERFORMED OUTSIDE OF THE DESIGNATED AREAS SHALL REQUIRE MONITORING BY ASSIGNED DISTRICT STAFF OR SHALL BE PERFORMED DURING NON-OFFICE HOURS. ALL REQUESTS FOR MONITORED WORK SHALL BE MADE IN WRITING 48 HOURS IN ADVANCE BY GENERAL CONTRACTOR AND SCHEDULING SHALL BE SUBJECT TO APPROVAL BY DISTRICT.
16. CONSTRUCTION AREA OVERLAPS ACTIVE SERVICE AREAS NECESSARY FOR THE NORMAL DAILY OPERATION OF THE SCHOOL. CONTRACTOR SHALL AT ALL TIMES MAINTAIN AND ALLOW ACCESS ON SITE FOR EMERGENCY VEHICLES, TRASH COLLECTION, LANDSCAPE, GENERAL SCHOOL MAINTENANCE AND FOOD SERVICE DELIVERY. CONTRACTOR SHALL COORDINATE CLOSELY WITH DISTRICT FOR ALL NECESSARY ACCESS.
17. CONTRACTOR SHALL PROVIDE AND MAINTAIN FOR THE DURATION OF THE CONTRACT OPAQUE VINYL SCREENS (TARP OR SIMILAR) PROPERLY SECURED TO ALL TEMPORARY CONSTRUCTION FENCING AND GATES AS WELL AS ALL EXISTING FENCING THAT DEFINES A PERIMETER OF ANY DESIGNATED CONSTRUCTION AREA. SCREENING SHALL BE MINIMUM 6'-0" HIGH AND SHALL BE BLACK, GREEN OR TAN IN COLOR.
18. DUE TO THE ON-GOING OPERATION OF THE ACTIVE OFFICE SITE DURING CONSTRUCTION, AS WELL AS THE UNIQUE CONSTRAINTS OF THE CONSTRUCTION AREA, CONTRACTOR SHALL BE AWARE THAT THE VEHICULAR DRIVES, ACCESS LANES AND PARKING SHALL BE SHARED. CONTRACTOR SHALL COORDINATE WITH DISTRICT FOR ALL TIME OF OPERATION FOR THE SITE.
19. FOR THE DURATION OF THE CONTRACT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR STRICT COMPLIANCE WITH LOCAL AGENCY HAVING JURISDICTION FOR ALL, FUGITIVE DUST AND SHALL BE RESPONSIBLE FOR ALL PENALTIES, FINES, ETC. IF THE PROJECT SHOULD BE CITED FOR VIOLATIONS.
20. DUE TO THE SITE CONSTRAINTS OF THE ACTIVE OFFICE SITE, THE CONTRACTOR MAY BE REQUIRED TO STAGE IN VARIOUS AVAILABLE AREAS ON SITE AND MAY BE REQUIRED TO MOVE OR RELOCATE STAGING DURING THE COURSE OF CONSTRUCTION IN ORDER TO ACCOMMODATE CONSTRUCTION AND SCHEDULE. CONTRACTOR SHALL FACTOR IN ALL NECESSARY MEASURES TO ACCOMMODATE THE TIMELY COMPLETION OF THIS CONTRACT.
21. CONTRACTOR SHALL NOT INTERRUPT ANY UTILITY SERVICE TO ACTIVE OFFICE SITE WITHOUT EXPRESSED PERMISSION AND PRIOR SCHEDULING WITH DISTRICT.
22. CONTRACTOR MAY UTILIZE EXISTING ELECTRICAL SERVICE IN YARD FOR TEMPORARY POWER. ALL TEMPORARY POWER INSTALLATION SHALL ADHERE TO APPLICABLE CODES.

THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS, A SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY THE LOCAL AGENCY BEFORE PROCEEDING WITH THE WORK. REFERENCE: SECTION 4-317 (C), CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE (PART 1, TITLE 24, CCR)

ABREVIATIONS

ABV	above	L	length	OVHD	overhead
ACC	access	LGT	light	PNL	panel
ADJ	adjacent	LTL	lintel	PVMT	pavement
AFD	automatic fire damper	LL	live load	PLAS	plaster
		LVR	louver	PLAM	plastic laminate
AGG	aggregate	MB	machine bolt	PL	plate
A/C	air conditioning	MH	manhole	PLYWD	plywood
ALT	alternate	MFR	manufature(er)	PT	point
ALUM	aluminum	MO	masonry opening	PVC	polyvinyl chloride
AB	anchor bolt	DET(DTL)	detail	PSF	pounds per square foot
AC	asphaltic concrete	DIAG	diagonal		
AUTO	automatic	DIA	diameter	PSI	pounds per square inch
BEL	below	DIM	dimension		
BET	between	DS	downspout	PL	property line
BG	below grade	DWG	drawing	R	radius
BLKG	blocking	DF	drinking fountain	REFL	reflect(ed), (ive), (or)
BD	board	E	east		
BOT	bottom	ELEC	electric(al)	REG	register
BLDG	building	EWC	electric water cooler	RCP	reinforced conc. pipe
CAB	cabinet				
CATV	cable television	EL	elevation	RA	return air
CB	catch basin	EQ	equal	REV	revision, revised
CLG	ceiling	EXH	exhaust	RH	right hand
CHBD	chalkboard	EXIST(E)	existing	RD	roof drain
CLR	clear	EB	expansion bolt	RM	room
COL	column	EXP	exposed	RO	rough opening
COMP	composition (composite)	EXT	exterior	QT	quarry tile
		FOC	face of concrete	SCHED	schedule
CONC	concrete	FOM	face of masonry	SIM	similar
CMU	concrete masonry unit	FOS	face of stud	SC	solid core
		FF	factory finish	S	south
CONN	connection	FIN	finish(ed)	SPK	speaker
CONST	construction	FFE	finished floor elevation	SPEC	specification
CONT	continuous (continue)			SQ	square
		FA	fire alarm	S/S	stainless steel
CONTR	contractor	FE	fire extinguisher	STD	standard
CUST	custodian	FEC	fire extinguisher cabinet	STA	station
CF	curb face			STL	steel
CT	ceramic tile	FHMS	flathead machine screw	STO	storage
DL	dead load			SD	storm drain
DEMO	demolish (demolition)	FHWS	flathead wood screw	STRUCT	structural
		FLR	floor(ing)	SUSP	suspended
FUT	future	FCO	floor cleanout	TKBD	tackboard
GA	gauge	FD	floor drain	TEL	telephone
GALV	galvanized	FL	flow line	TV	television
GC	general contractor	FLUOR	fluorescent	THK	thickness
GI	galvanized iron	FTG	footing	T&G	tongue & groove
GV	gate valve	FND	foundation	TOW	top of wall
GL	glass, glazing	FR	fram(ed), (ing)	TYP	typical
GLB	glue lam beam	FBO	furnished by others	UR	urinal
GYPBD	gypsum board			VERT	vertical
HDWE	hardware	MTL	material	VCT	vinyl comp tile
HDWD	hardwood	MAX	maximum	WSCT	wainscot
HDR	header	MECH	mechanical	WC	water closet
HVAC	heating/ ventilating/ air conditioning	MED	medium	WP	water proofing
		MET	metal	WR	water repellent
HGT	height	MIN	minimum	WWF	welded wire fabric
HC	hollow core	MISC	miscellaneous	W	west
HM	hollow metal	MOD	modular	WH	water heater
HP	horsepower	MULL	mullion	WIND	window
HORIZ	horizontal	NAT	natural	WG	wire glass
HB	hose bibb	NR	noise reduction	W/	with
INCL	include(d), (ing)	NRC	noise reduction coefficient	W/O	without
ID	inside diameter			WI	wrought iron
INSUL	insulat(e), (ion)	NOM	nominal	WIC	Woodwork Institute of CA
INT	interior	N	north		
JT	joint	(N)	new		
KO	knockout	NIC	not in contract		
LAB	laboratory	NTS	not to scale		
LB	lag bolt	OC	on center		
LAM	laminate	OPG	opening		
LAV	lavatory	OPP	opposite		
LH	left hand	OD	outside diameter		

SYMBOLS

- ROOM DESIGNATION (ROOM / #)
- DOOR DESIGNATION (NO.)
- WINDOW DESIGNATION (NO.)
- DETAIL NUMBER / SHEET DETAIL SHOWN } DETAIL REFERENCE
- NORTH ARROW
- ELEVATION REFERENCE NO. / INTERIOR ELEVATION REFERENCE (N / W 0 A0.0 E / S)
- RECESSED CAN LIGHT FIXTURE
- 2 X 4 SUSPENDED LIGHT FIXTURE
- CONCRETE - PLAN
- COMPACTED SOIL - SECTION
- STUCCO
- GYPSUM BOARD
- BATT INSULATION / SEE SECTIONS FOR R VALUE
- HVAC SUPPLY DUCT
- EXHAUST FAN
- 1 X 4 SURFACE MOUNTED LIGHT FIXTURE
- EXIT SIGN / EMERGENCY LIGHTING

BIDDING NOTES

PRE-BID JOB WALK :

MANDATORY PRE-BID JOB WALK WILL BE HELD ON DATE AND TIME STATED IN "NOTICE TO CONTRACTOR". LOCATION SHALL BE AT THE PROJECT SITE. ALL PROSPECTIVE BIDDERS ARE ADMONISH TO ATTEND.

DISABLED VETERAN BUSINESS ENTERPRISES (DVBE) :

THE REQUIREMENTS OF THIS PROJECT ARE SUCH THAT ALL BIDDERS MUST COMPLY WITH THE STATE REQUIREMENTS FOR DVBE CONTRACTOR SOLICITATION, PROJECT ADVERTISEMENT AND SUBSEQUENT DOCUMENTATION FAILURE TO PROPERLY COMPLY WITH ALL NECESSARY REQUIREMENTS AND SUBSEQUENT DOCUMENTATION MAY BE GROUNDS FOR SCHOOL BOARD ACTION TO REJECT A BID AS INVALID AND/OR NON-RESPONSIVE. FOR ADDITIONAL INFORMATION REFER TO PROJECT MANUAL.

FINGERPRINTING :

FINGERPRINTING AND BACKGROUND CHECKS IN ACCORDANCE WITH CURRENT LAWS AND REGULATIONS SHALL BE REQUIRED FOR ALL WORKERS WHO WILL BE PERFORMING WORK OUTSIDE OF THE ESTABLISHED CONSTRUCTION BARRICADES (MINIMUM 6' HIGH FENCE) DURING HOURS THAT THE ADJACENT CAMPUSES ARE OCCUPIED SIMULTANEOUSLY BY THE STUDENTS. ANY WORKER FOUND TO BE IN VIOLATION OF THESE REQUIREMENTS WILL BE ASKED TO LEAVE THE PROJECT SITE UNTIL THE APPROPRIATE DOCUMENTATION IS PROVIDED.

QUESTIONS DURING BID :

ALL QUESTIONS SHALL BE SUBMITTED IN WRITING TO THE ARCHITECT USING THE "BID R.F.I." FORM. ALL "BIDDING R.F.I.'S" SHALL BE SUBMITTED NO LATER THAN FIVE (5) CONSECUTIVE CALENDAR DAYS PRIOR TO SCHEDULED BID OPENING.

SCOPE OF WORK

THE PROJECT SCOPE OF WORK CONSISTS OF BUT IS NOT LIMITED TO THE FOLLOWING :

- FENCING AND GATE REPLACEMENTS
- BUILDING FACADE IMPROVEMENTS

APPLICABLE CODES

Part 1	2022 California Building Standards Administrative Code, Title 24 C.C.R.
Part 2	2022 California Building Code, Title 24 C.C.R. (2021 International Building Code of the International Code Council, with California Amendments)
Part 3	2022 California Electrical Code, Title 24 C.C.R. (2016 National Electrical Code of the National Fire Protection Association, NFPA)
Part 4	2022 California Mechanical Code, Title 24 C.C.R. (2021 Uniform Mechanical Code of the International Association of Plumbing and
Part 5	2022 California Plumbing Code, Title 24 C.C.R. (2021 Uniform Plumbing Code of the International Association of Plumbing and Mechanical Officials, IAPMO)
Part 6	2022 California Energy Code, Title 24 C.C.R.
Part 8	2022 California Historical Building Code, Title 24 C.C.R.
Part 9	2022 California Fire Code, Title 24 C.C.R. (2021 International Fire Code of the International Code Council)
Part 10	2022 California Existing Building Code, Title 24 C.C.R. (2021 International Existing Building Code of the International Code Council, with amendments)
Part 11	2022 California Green Building Standards Code (CALGreen Code), Title 24 C.C.R.
Part 12	2022 California Referenced Standards Code, Title 24 C.C.R.

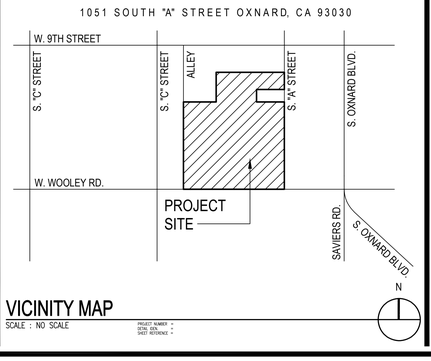
PARTIAL LIST OF APPLICABLE STANDARDS :

2022 California Building Code (for SFM) Referenced Standards Chapter 35

PARTIAL LIST OF APPLICABLE STANDARDS :

NFPA 13	Standard for the Installation of Sprinkler Systems (CA Amended)	2022 Edition
NFPA 14	Standard for the Installation of Standpipe and Hose Systems (CA Amended)	2019 Edition
NFPA 17	Standard for Dry Chemical Extinguishing Systems	2021 Edition
NFPA 17A	Standard for Wet Chemical Extinguishing Systems	2021 Edition
NFPA 20	Standard for the Installation of Stationary Pumps for Fire Protection	2019 Edition
NFPA 22	Standard for Water Tanks for Private Fire Protection	2023 Edition
NFPA 24	Standard for the Installation of Private Fire Service Mains and Their Appurtenances (CA Amended)	2019 Edition
NFPA 72	National Fire Alarm and Signaling Code (CA Amended)	2022 Edition
NFPA 80	Standard for Fire Doors and Other Opening Protectives	2019 Edition
NFPA 253	Critical Radiant Flux of Floor Covering Systems	2019 Edition
NFPA 2001	Standard on Clean Agent Fire Extinguishing Systems (CA Amended)	2018 Edition

VICINITY MAP



VICINITY MAP
SCALE : NO SCALE

SHEET INDEX

T0.00	TITLE SHEET
A1.01	DEMOLITION SITE PLAN
A1.02	SITE PLAN
A1.03	SITE DETAILS
A5.01	DEMOLITION EXTERIOR ELEVATIONS
A5.02	RECONSTRUCTION EXTERIOR ELEVATIONS
A5.03	EXTERIOR IMAGES
A8.01	DETAILS

TOTAL SHEETS: 8

SCHOOL DISTRICT
OXNARD SCHOOL DISTRICT
1051 SOUTH "A" STREET
OXNARD, CA 93030
(805) 385-1501

CONTACT: MARK BENNETT

AGENCY

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architecture planning interiors

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An Employee Owned Corporation

ARCHITECT

LICENSED ARCHITECT
MATTHEW BUCHMAN
C-26053
Exp. Date 08/31/2027
STATE OF CALIFORNIA

CONSULTANT

Drawn by: JH
Checked by: MB

Revisions

No.	Date	Description
-	-	-

All dimensions must be checked at the job by the contractor who accepts full responsibility for their accuracy under the contract. These plans & the specifications in connection therewith have been prepared for a specific site. Any and all responsibility for their use in whole or in part on any other site is hereby disclaimed by Flewelling & Moody.

EXTERIOR FINISHES
AND NEW FENCING AT
THE EDUCATION SERVICE CENTER

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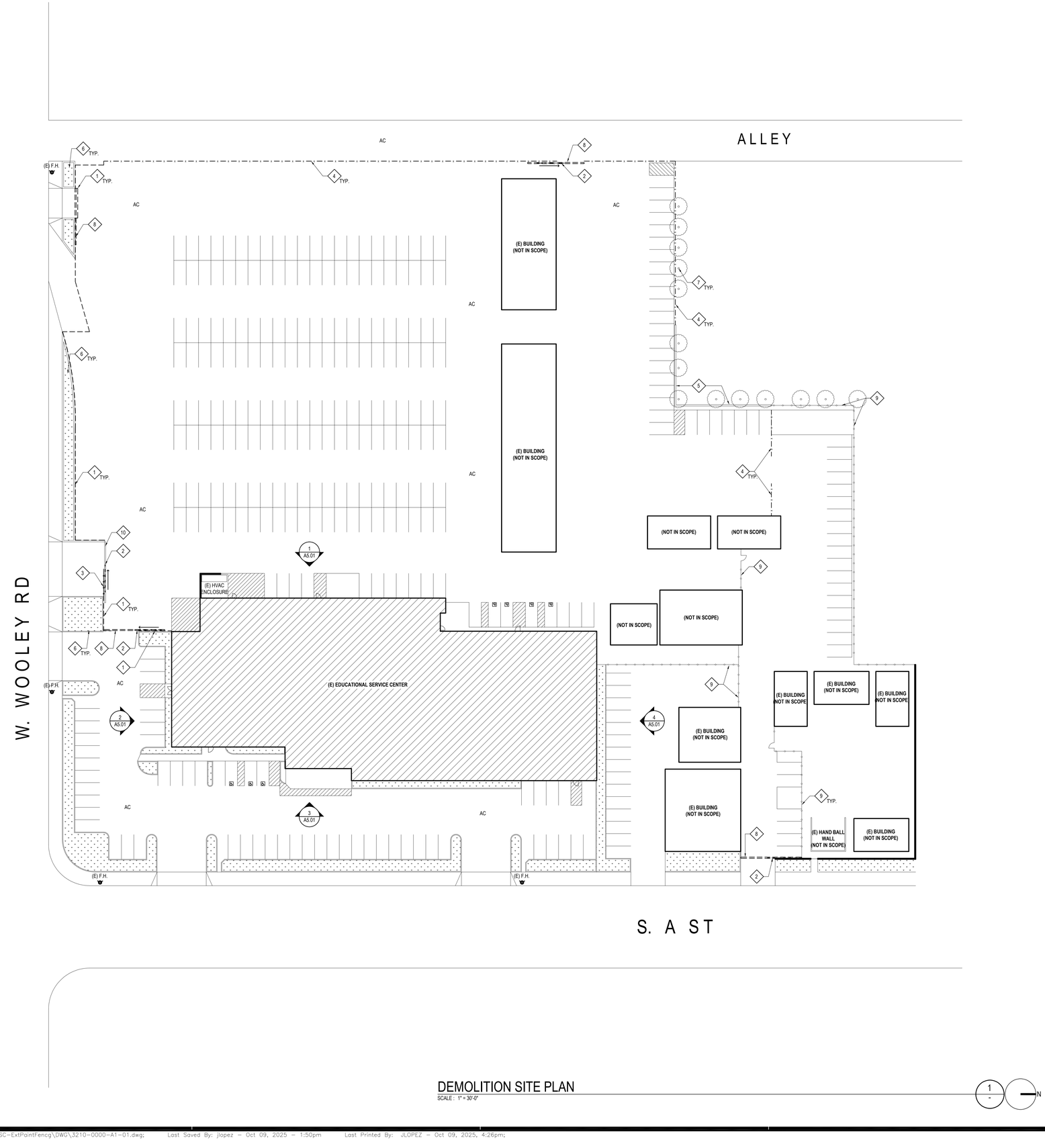
OXNARD SCHOOL DISTRICT

TITLE SHEET

Job No. 3210

Date 10 - 10 - 2025

T0.00



DEMOLITION SITE PLAN

SCALE : 1" = 30'-0"

GENERAL NOTES

1. CONTRACTOR SHALL VERIFY ALL CONDITIONS PRIOR TO CONSTRUCTION. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF OWNER AND ARCHITECT PRIOR TO COMMENCING WORK.

DEMOLITION KEY NOTES

1. REMOVE (E) WOOD FENCE IN ITS ENTIRETY, INCLUDING POSTS AND CONC. FOOTINGS IN THEIR ENTIRETY. FILL AND COMPACT RESULTING VOIDS WITH CLEAN FILL DIRT. PATCH AND REPAIR SURFACES TO MATCH EXISTING ADJACENT SURFACES. (TYP.)
2. REMOVE (E) CHAINLINK SLIDING GATE IN ITS ENTIRETY, INCLUDING ANY GUIDE POSTS AND CONC. FOOTINGS, CONC. TRACKS, ETC. IN THEIR ENTIRETY. FILL AND COMPACT RESULTING VOIDS WITH CLEAN FILL DIRT AS REQUIRED FOR NEW WORK. PATCH AND REPAIR SURFACES TO MATCH EXISTING ADJACENT SURFACES. (TYP)
3. REMOVE (E) STEEL SLIDING GATE IN ITS ENTIRETY, INCLUDING ANY GUIDE POSTS AND CONC. FOOTINGS, CONC. TRACKS, ETC. IN THEIR ENTIRETY. FILL AND COMPACT RESULTING VOIDS WITH CLEAN FILL DIRT AS REQUIRED FOR NEW WORK. PATCH AND REPAIR SURFACES TO MATCH EXISTING ADJACENT SURFACES. (TYP)
4. REMOVE (E) CHAINLINK FENCE IN ITS ENTIRETY, INCLUDING POSTS AND CONC. FOOTINGS IN THEIR ENTIRETY. FILL AND COMPACT RESULTING VOIDS WITH CLEAN FILL DIRT. PATCH AND REPAIR SURFACES TO MATCH EXISTING ADJACENT SURFACES. (TYP.)
5. (E) CMU WALL, PROTECT IN PLACE
6. (E) PLANTER, PROTECT IN PLACE, TYP.
7. (E) TREE, PROTECT IN PLACE, TYP.
8. SAW CUT AND REMOVE AC PAVING FOR (N) GATE TRACK
9. (E) CHAINLINK FENCE TO REMAIN. PROTECT IN PLACE.
10. (E) GATE TRACK TO REMAIN AND BE REUSED. PROTECT IN PLACE.

LEGEND

- (E) C.L. FENCE TO REMAIN. PROTECT IN PLACE.
- (E) C.L. FENCE AND/OR GATE TO BE REMOVED IN ITS ENTIRETY.
- (E) WOOD FENCE TO BE REMOVED IN ITS ENTIRETY

AGENCY

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LICENSED ARCHITECT
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Drawn by: JH
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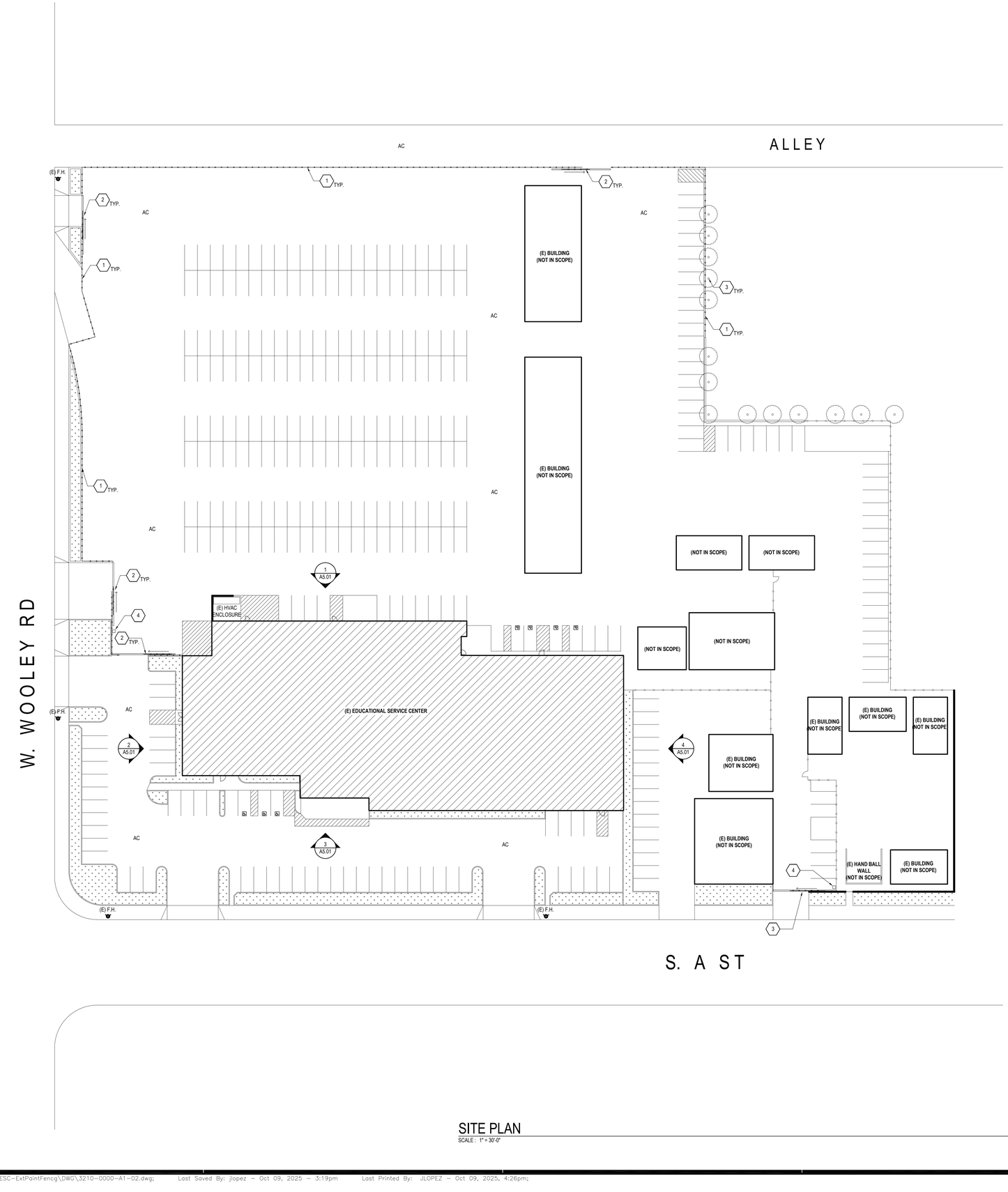
OXNARD SCHOOL DISTRICT

DEMOLITION
SITE PLAN

Job No.: 3210

Date: 10 - 10 - 2025

A1.01



SITE PLAN
SCALE : 1" = 30'-0"

1
-

N

GENERAL NOTES

1. REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL APPLICABLE SCOPE OF WORK.

2. CONTRACTOR SHALL VERIFY ALL CONDITIONS PRIOR TO CONSTRUCTION. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF OWNER AND ARCHITECT PRIOR TO COMMENCING WORK.

3. PATCH AND REPAIR ALL PAVING SURFACES AFFECTED BY NEW WORK TO MATCH EXISTING ADJACENT SURFACES.

LEGEND

- AREA OF WORK SEE A5.01 & A5.02
- EXISTING BUILDING
- CC — EXISTING CONCRETE
- AC — EXISTING AC PAVING
- EXISTING LANDSCAPE
- ● (E) F.H. — EXISTING FIRE HYDRANT

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT:

PATH OF TRAVEL (P.O.T.) AS INDICATED IS A COMMON BARRIER FREE ACCESS ROUTE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL. P.O.T. IS A MINIMUM OF 48" WIDE. THE SURFACE SHALL BE FIRM, STABLE, AND SLIP RESISTANT. PASSING SPACES (11B-405.5.3) AT LEAST 60" X 60" SHALL BE LOCATED NOT MORE THAN 200' APART. PARTS OF P.O.T. WITH CONTINUOUS GRADIENTS SHALL HAVE 60" LEVEL AREAS AT INTERVALS OF 400' MAXIMUM (11B-403.7). SLOPE SHALL NOT EXCEED 2% CROSS-SLOPE AND 5% RUNNING SLOPE IN THE DIRECTION OF TRAVEL (11B-401.1). SLOPES GREATER THAN 5% TO A MAXIMUM OF 8.33% SHALL BE CONSIDERED AS RAMP (11B405). THERE SHALL BE NO DROP-OFF OVER 4" ALONG THE EDGE OF WALK OR LANDING. P.O.T. SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS AND OBJECTS PROTRUDING GREATER THAN 4" FROM A WALL, BETWEEN 27" TO 80" ABOVE FINISHED GRADE. ARCHITECT HAS VERIFIED THAT NO BARRIERS EXIST IN THE PATH OF TRAVEL.

THE P.O.T. 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. AS PART OF THE DESIGN OF THIS PROJECT, THE P.O.T. WAS EXAMINED AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF THE P.O.T. THAT WERE DETERMINED TO BE NONCOMPLIANT 1) HAVE BEEN IDENTIFIED AND 2) 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 P.O.T. THAT WILL BE NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FIND OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS.

DURING CONSTRUCTION, IF P.O.T. ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NONCONFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCE, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF CONSTRUCTION CHANGE DOCUMENTS.

CONSTRUCTION KEY NOTES

1. (N) T.S. FENCE, SEE DTL 1/A1.03
2. (N) 8'-0" HIGH T.S. SLIDING GATE AND CONC. RIBBON WITH ANGLE TRACK. SEE DETAIL 2/A1.03
3. (N) 5'-0" HIGH T.S. SLIDING GATE AND CONC. RIBBON WITH ANGLE TRACK. SEE DETAIL 7/A1.03
4. (N) MOTORIZED GATE OPERATOR EQUIPMENT PAD. SEE DETAIL 5/A1.03

LEGEND

- (E) C.L. FENCE TO REMAIN. PROTECT IN PLACE.
- (N) T.S. FENCE AND/OR GATE

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LICENSED ARCHITECT
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C-26053
Exp. Date 08/31/2027
STATE OF CALIFORNIA

CONSULTANT

Drawn by: JH
Checked by: MB

Revisions

No.	Date	Description
-	-	-

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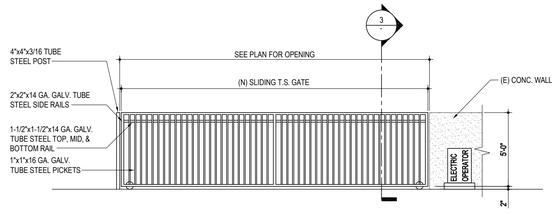
OXNARD SCHOOL DISTRICT

SITE PLAN

Job No.: 3210

Date: 10 - 10 - 2025

A1.02

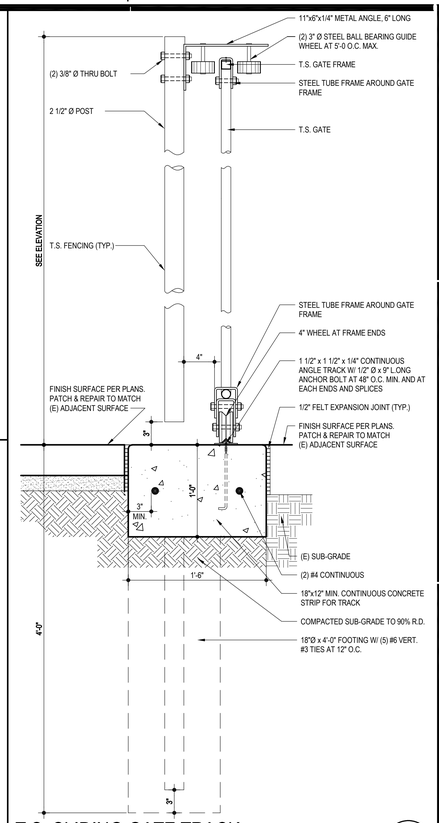


MOTORIZED SLIDING GATE

SCALE : 1/4"=1'-0"

PROJECT NUMBER =
DETAIL REFS. =
SHEET REFERENCE =

7 A1.03

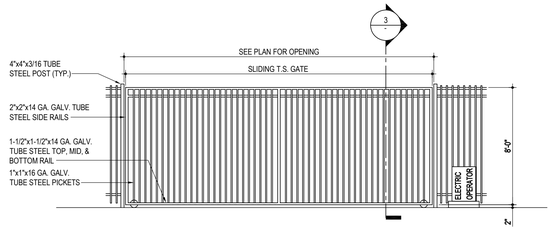


T.S. SLIDING GATE TRACK

SCALE : 1-1/2"=1'-0"

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DETAIL REFS. =
SHEET REFERENCE =

3 A1.03

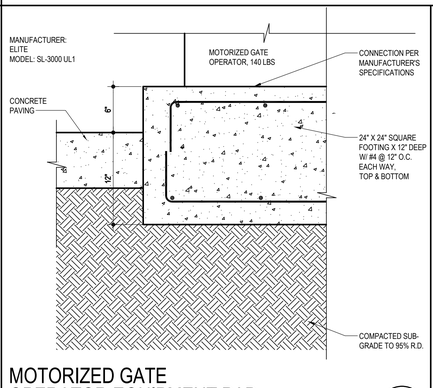


MOTORIZED SLIDING GATE

SCALE : 1/4"=1'-0"

PROJECT NUMBER =
DETAIL REFS. =
SHEET REFERENCE =

2 A1.03

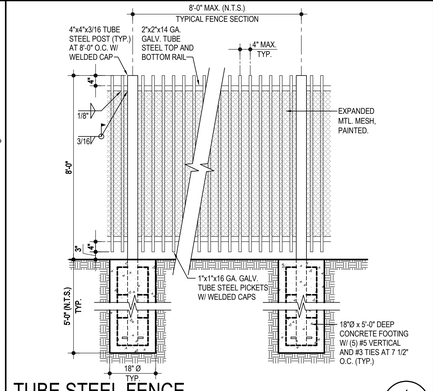


MOTORIZED GATE OPERATOR EQUIPMENT PAD

SCALE : 1-1/2"=1'-0"

PROJECT NUMBER =
DETAIL REFS. =
SHEET REFERENCE =

5 A1.03



TUBE STEEL FENCE

SCALE: 1/2" = 1'-0"

PROJECT NUMBER =
DETAIL REFS. =
SHEET REFERENCE =

1 A1.03

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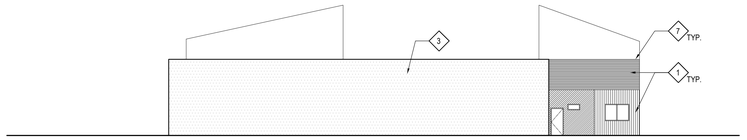
OXNARD SCHOOL DISTRICT

SITE DETAILS

Job No.
3210

Date
10 - 10 - 2025

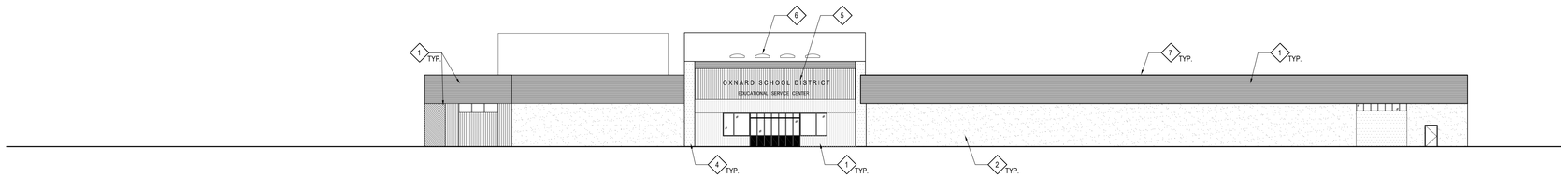
A1.03



NORTH ELEVATION

SCALE : 1/16" = 1'-0"

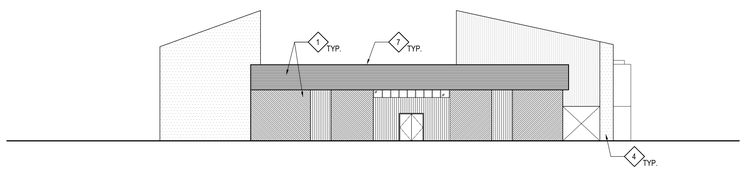
4 / A5.01



EAST ELEVATION

SCALE : 1/16" = 1'-0"

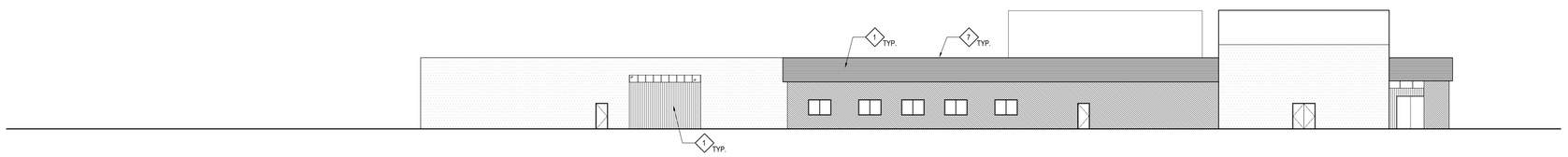
3 / A5.01



SOUTH ELEVATION

SCALE : 1/16" = 1'-0"

2 / A5.01



WEST ELEVATION

SCALE : 1/16" = 1'-0"

1 / A5.01

GENERAL NOTES

1. CONTRACTOR SHALL VERIFY ALL CONDITIONS PRIOR TO CONSTRUCTION. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF OWNER AND ARCHITECT PRIOR TO COMMENCING WORK.

2. SEE SHEET A5.02 FOR (N) WORK AT BUILDING FACADE

LEGEND

- (E) WOOD SIDING (HORIZONTAL)
- (E) WOOD SIDING (VERTICAL)
- (E) WOOD SIDING (DIAGONAL)
- (E) PEBBLE CREEK
- (E) CONC. WALL

DEMOLITION KEY NOTES

1. (E) WOOD SIDING TO BE REMOVED IN ITS ENTIRETY
2. (E) PEBBLE CREEK WALL FINISH TO REMAIN IN PLACE
3. (E) CONC. TILT-UP WALL
4. (E) CONC. COLUMN
5. (E) BUILDING SIGNAGE, PROTECT IN PLACE
6. (E) SKYLIGHTS, PROTECT IN PLACE
7. REMOVE (E) PARAPET COPING WHERE WOOD SIDING IS REMOVED

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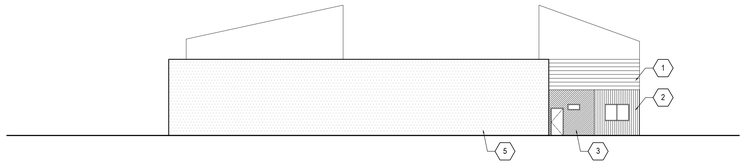
OXNARD SCHOOL DISTRICT

DEMOLITION
EXTERIOR ELEVATIONS

Job No.
3210

Date
10 - 10 - 2025

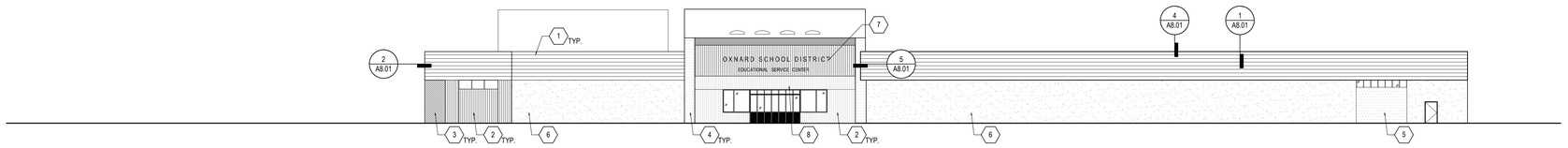
A5.01



NORTH ELEVATION

SCALE : 1/16" = 1'-0"

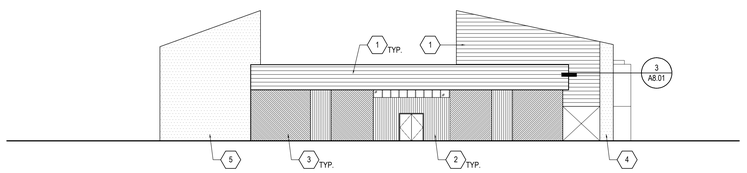
4 / A5.02



EAST ELEVATION

SCALE : 1/16" = 1'-0"

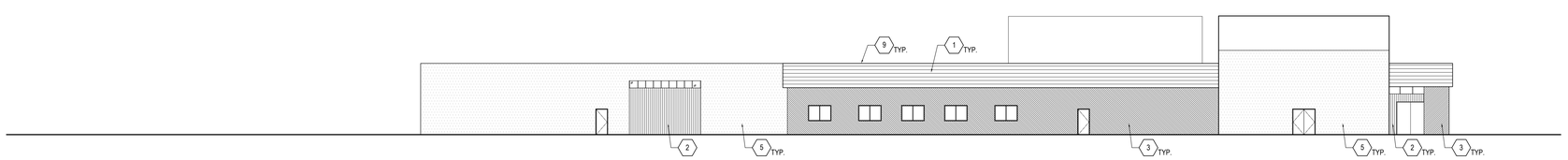
3 / A5.02



SOUTH ELEVATION

SCALE : 1/16" = 1'-0"

2 / A5.02



WEST ELEVATION

SCALE : 1/16" = 1'-0"

1 / A5.02

GENERAL NOTES

1. CONTRACTOR SHALL VERIFY ALL CONDITIONS PRIOR TO CONSTRUCTION. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF OWNER AND ARCHITECT PRIOR TO COMMENCING WORK.

2. SEE SHEET A5.03 FOR MORE INFORMATION AND IMAGES

LEGEND

- (N) METAL PANEL SIDING
- (E) WOOD SIDING (VERTICAL)
- (E) WOOD SIDING (DIAGONAL)
- (E) PEBBLE CREEK
- (E) CONC. WALL

RECONSTRUCTION KEY NOTES

1. (N) METAL PANEL SIDING. SEE SHEET A8.01
2. (E) WOOD SIDING (VERTICAL): PAINT COLOR 2
3. (E) WOOD SIDING (DIAGONAL): PAINT COLOR 2
4. (E) COLUMNS: PAINT COLOR 2
5. (E) CONC. TILT-UP WALL: PAINT COLOR 2
6. (E) PEBBLE CREEK TO REMAIN, PROTECT IN PLACE
7. (E) BUILDING SIGNAGE: PAINT COLOR 3
8. (E) WOOD SIDING UNDER OVERHANG TO REPAINTED, SEE A5.03 FOR MORE INFORMATION
9. (N) PARAPET COPING ALONG (N) METAL PANEL SIDING FASCIA

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RECONSTRUCTION
EXTERIOR ELEVATIONS

Job No.
3210

Date
10 - 10 - 2025

A5.02



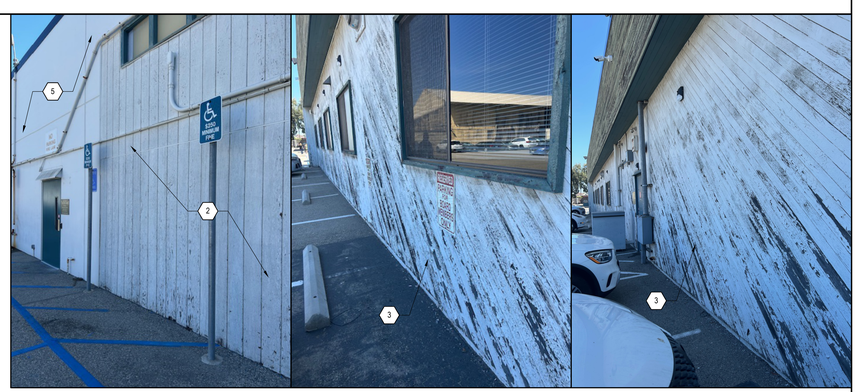
NORTH



EAST



SOUTH



WEST

GENERAL NOTES

1. CONTRACTOR SHALL VERIFY ALL CONDITIONS PRIOR TO CONSTRUCTION. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF OWNER AND ARCHITECT PRIOR TO COMMENCING WORK.

RECONSTRUCTION KEY NOTES

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2. (E) WOOD SIDING (VERTICAL): PAINT COLOR 2
3. (E) WOOD SIDING (DIAGONAL): PAINT COLOR 2
4. (E) COLUMNS: PAINT COLOR 2
5. (E) CONC. TILT-UP WALL: PAINT COLOR 2
6. (E) PEBBLE CREEK TO REMAIN, PROTECT IN PLACE
7. (E) BUILDING SIGNAGE: PAINT COLOR 3
8. (E) CONDUITS, PROTECT IN PLACE: PAINT COLOR 2
9. PAINT ALL GUTTERS, LEADERHEADS, AND DOWNSPOUTS TO MATCH COLOR OF WALL THEY ARE MOUNTED ON. (TYP.)

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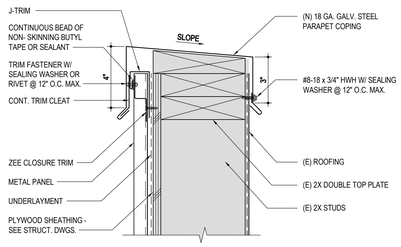
OXNARD SCHOOL DISTRICT

EXTERIOR IMAGES

Job No. 3210

Date 10 - 10 - 2025

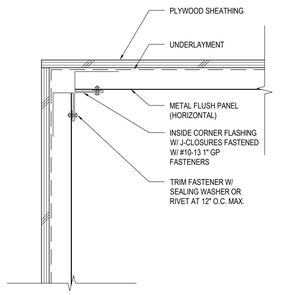
A5.03



PARAPET COPING AT METAL PANEL

SCALE : 3"=1'-0" — PROJECT NUMBER = DETAIL ID/IN. SHEET REFERENCE =

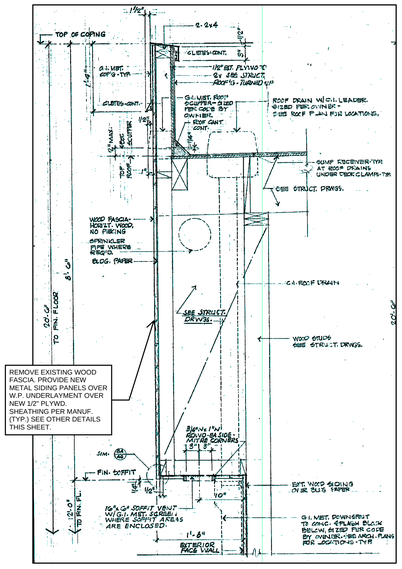
4 / A8.01



METAL PANEL - INSIDE CORNER

SCALE : 3"=1'-0" — PROJECT NUMBER = DETAIL ID/IN. SHEET REFERENCE =

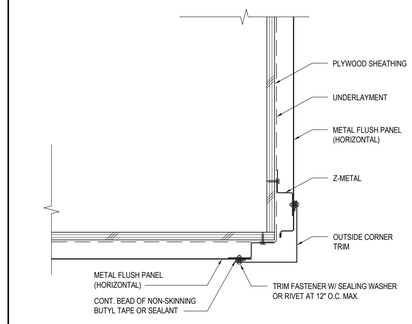
3 / A8.01



FASCIA DETAIL

SCALE : NTS — PROJECT NUMBER = DETAIL ID/IN. SHEET REFERENCE =

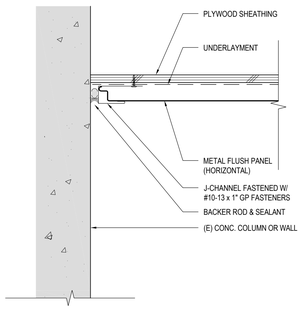
6 / A8.01



METAL PANEL - OUTSIDE CORNER

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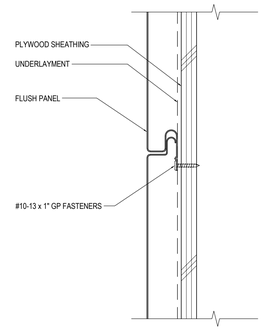
2 / A8.01



METAL PANEL - CONC. CORNER

SCALE : 3"=1'-0" — PROJECT NUMBER = DETAIL ID/IN. SHEET REFERENCE =

5 / A8.01



METAL PANEL SPLICE DETAIL

SCALE : 6"=1'-0" — PROJECT NUMBER = DETAIL ID/IN. SHEET REFERENCE =

1 / A8.01

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OXNARD SCHOOL DISTRICT

DETAILS

Job No.
3210

Date
10 - 10 - 2025

A8.01



Authorization to Bid for District Office Repairs

November 5, 2025

Oxnard School District

Changing the world! In school and beyond.

1338

Project Description



Project Description

- Replace wood siding on facade
- Paint exterior cladding
- Repair and stripe asphalt
- Replace perimeter fencing
- Add motorized gates
- Paint and reconfigure interior



Estimated Timeline

Bid Process	November 2025, award at December 17, 2025 board meeting
Exterior work	December 2025-January 2026
Fencing	December 2025-January 2026
Paving	February 2026
Interior work	March 2026

Recommendations

<u>Authorize District to move forward with bidding</u>

- **Engineering estimate of project cost $2,000,000**
- **Project award planned for December 17, 2025 board meeting**

THANK YOU!

Questions????

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** November 05, 2025

Agenda Section: Section D: Action Items

Approval of Agreement #25-170, NAC Architecture (Pifko/Bennett)

The Oxnard School District (OSD) is at a pivotal point in managing its facilities in the face of declining enrollment and the pressing need to modernize aging infrastructure. Serving approximately 13,000 students across 21 schools and five support sites, the District must focus its facilities efforts on safety, regulatory compliance, and operational efficiency to maintain a high standard of education.

To guide future investments and support bond programs like Measures R, D, and I, OSD is proposing a Districtwide Facilities Maintenance and Improvement Plan. This plan will evaluate current facility conditions, and provide a strategic framework for decision-making. After reviewing proposals from NAC Architecture, RRM Design Group, and Flewelling & Moody, we recommend moving forward with NAC Architecture's revised proposal, dated October 9, 2025. At a fixed base fee of $874,900, NAC offers a comprehensive suite of services aligned with the District's long-term objectives. While not the lowest bid, the proposal offers greater predictability and overall value compared to other, less comprehensive options.

Terms of Agreement: November 6, 2025 – June 30, 2026

FISCAL IMPACT:
$874,900.00 – Deferred Maintenance Funds

RECOMMENDATION:
It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #25-170 with NAC Architecture.

ADDITIONAL MATERIALS:

Attached: Agreement #25-170, NAC Architecture (15 {Pages)
Proposal (10 Pages)
Presentation (8 Pages)

SERVICES AGREEMENT

Requisition Number

Purchase Order Number

25-170

Contract Number

This Services Agreement (the "Agreement") is made and entered into this 5th day of November, 2025 by and between Oxnard School District (hereinafter referred to as "District") and NAC Architecture, (hereinafter referred to as "Provider.")

PROVIDER.

NAC Architecture	323-475-8075
Provider	Telephone Number
837 North Spring Street, Third Floor	
Street Address	Fax Number
Los Angeles, CA 90012	hjubany@nacarchitecture.com
City, State, Zip code	E-mail Address
Tax Identification or Social Security Number	License Number (if applicable)

A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").

B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS**. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

2. **NATURE OF RELATIONSHIP**. The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

   a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.

   b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES**. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

   Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE**. The term of this Agreement shall commence on November 6, 20 25, and terminate on June 30, 20 26. 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 affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

8. **TERMINATION OR AMENDMENT**. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

   The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE**. Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:

   a. Personal delivery;

   b. Overnight commercial courier;

   c. Certified or registered prepaid U.S. mail, return receipt requested; or

   d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (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:

Oxnard School District	NAC Architecture
District	Provider
Attn: Kristen Pifko	Attn: Helena Jubany
1051 South A Street	837 North Spring Street, Third Floor
Street	Street
Oxnard, CA 93030	Los Angeles, CA 90012
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:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	$ 1,000,000.00	$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

Personal vehicles: $ 500,000.00 combined single limit or

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

c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of $1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the followi

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
☐ Abuse and Molestation	$ 2,000,000.00	$4,000,000.00
☐ Pollution Liability	$ 1,000,000.00	$ 2,000,000.00
☐ Cyber Liability	$ 5,000,000.00	
☐ Other: _____	$ _____	$ _____

f. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

g. Provider's and any and all subcontractors' insurance is primary and will not seek contribution from any other insurance available to the district.

h. 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	NAC Architecture
District	Provider
By:	
Signature	Signature
Melissa Reyes	
Name	Name
Director, Purchasing	
Title	Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

*Per attached Proposal dated October 9, 2025

WORK SCHEDULE:

Terms of Agreement: November 6, 2025 through June 30, 2026

SCHEDULE OF FEES

FEES:

Compensation for Services	$ 874,900.00
Actual and Necessary Travel Expenses	$ 0.00
Other Expenses	$ 0.00
Total Amount not to Exceed	$ 874,900.00
Deposit	$
Balance Due after Completion of Services	$

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

PAYMENT SCHEDULE:

Invoices to be submitted monthly to accountspayable@oxnardsd.org and kpifko@oxnardsd.org Net 30 terms

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: November 5, 20 25

Provider: NAC Architecture

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: _____

NAC

October 9, 2025

Mark B. Bennett, Director of Facilities
Oxnard School District
1055 S C Street
Oxnard, CA 93030

Re: **Districtwide Facilities Maintenance and Improvement Plan**
Proposal

Dear Mark,

We are pleased to provide this proposal for services related to the **Districtwide Facilities Maintenance and Improvement Plan**. Our team has extensive experience with related planning services and would love to support you in this effort.

This will be an intense effort and we are preparing our team and organizing other work to allow for appropriate staffing availability. The team has experience with this type of endeavor and is ready to begin. We appreciate this opportunity to serve your District. We are committed to working with you collaboratively and remain open to refining our proposed fee and services to meet your needs.

SCOPE of SERVICES

We understand that the scope for the District Facilities Maintenance and Improvement plan includes architectural, mechanical, plumbing, and electrical engineering review services. In addition, we have included door hardware and cost estimator consultants.

Mobilization, Base Building Assessment, and Documentation

- **Facilities Visioning Session:** We will prepare and facilitate a Facilities Visioning Session to help the District define its long-range goals for the Facilities Maintenance and Improvement Plan. As part of this process, we will reference the 2012 Facilities Master Plan as a starting point and update the educational goals to reflect current and future needs.
- **Evaluation of Existing Documents:**
  - Review Facilities Master Plan performed in 2012
  - Review updates of the Facilities Bond program
  - Review as-builts
- **Survey and Report Templates:**
  - Develop survey templates
  - Develop report format
  - Develop database format
- **Develop Based Drawings:**
  - District to provide digital as-built drawings for each school campus
  - District to provide AutoCAD and Revit drawings when available

- Create site map, floor plans, and reflected ceiling plans for each campus from information provided by District

> **Building needs assessments** for 25 campuses listed in Exhibit A:

- Meeting with School Principal, Plant Manager or anyone else to review issues and opportunities for each school campus
- Site assessment and documentation
- Complete data collection and input
- Building Inventories
  - Interior finishes (floor, wall, and ceiling)
  - Windows and windows coverings
  - Exterior building envelope (including siding, paint, and weatherproofing)
  - Survey of door hardware
- Special Education
  - Evaluate special education spaces at each campus based on CDE requirements
  - Identify and describe areas of improvement

Mechanical and Electrical Systems Assessment & Documentation

> MEP coordination meetings with District's staff

> Mechanical Systems:

- Mechanical Equipment Site:
  - Major equipment related to main HVAC, Heating, Hot Water, Cold Water, and building storm drain systems
  - Central plant equipment, if any
  - Rooftop equipment
  - Exterior equipment
  - Any fume hoods
- Mechanical Equipment Schedules:
  - Major equipment related to main HVAC, Heating, Hot Water, and Cold Water systems. The general age and condition of each system will be noted or estimated.
  - Central plant equipment, if any
  - Rooftop equipment
  - Plenum VAV equipment
  - Exterior equipment
  - Any fume hoods

> Plumbing systems:

- Indicate locations of above ground utilities such as gas, water, etc. coming into each building
- Materials, condition, and age will be estimated.
- Indicate location of PIV for each site.

> Electrical Systems:

- Power Distribution Site Plan:
  - Identify electrical equipment from main site service to transformers to distribution to the main panel of each building.
  - Age and condition of equipment will be estimated

- Electrical Single Line Diagram.
  - Identify electrical equipment from main site service to transformers to distribution to the main panel of each building.
- Lighting:
  - General condition of lighting of each building (will not document each light fixture)
  - Noting if LED upgrades have been done in some areas

> Fire Safety and Alarm System
- Fire Alarm Site Plan:
  - Identify Fire Alarm Annunciators, Control Panels, and Power Supplies on Site Plan.
  - Age and condition of equipment will be noted or estimated
- Fire riser pipe size where a fire riser exists at each building will be identified and added to the mechanical equipment schedule
  - Age and condition of sprinklers if they exist will be noted or estimated

Develop Report

> Facilities Maintenance and Improvement Report
- Refer to Exhibit B for Table of Contents
- Transmitted via digital form (no printed reports)

> Cost Estimate: Provide a ROM for each improvement

Optional Assessment and Documentation

> Analytical Diagrams
- Campus Room Use Diagram
- Core Facilities Diagram
- Classroom Type Diagram
- Instructional and Campus Summary Spreadsheet
- Classroom Program Diagram
- Site Circulation Diagram
- Modular/Portable Buildings Certification Diagram

> Data
- Building rooms with number of occupants/students per room, square footage and use

> ADA Compliance
- Plumbing Fixture Count
- ADA Path of Travel Assessment (restrooms, parking, drinking fountains)
- ADA Conceptual Improvements
- ADA Path of Travel Site Assessments (this will require topographic survey)

> Safe Operations of Buildings and Compliance Site and Floor Plans
- Safe Operations Site Plan:
  - Fire department connection.
  - Fire hydrants.
  - Fire access road.

        - Double check detector assembly.
    - Safe Operations Floor Plans.
        - Rated Walls.
        - Extinguishers.
        - Exit Signs.
        - Fire Hose and Fire Blanket.
- Mechanical & Electrical Systems
    - PV / Cameras
        - Buildings where security cameras exist, the main camera equipment location noted on the site plan
        - Sites with PV, the number of panels and main inverter equipment will be noted if it can be located. Information will be added to the site plan and single line diagram
- Building Inventories
    - FF&E Documentation
        - Assess and document all furniture and equipment
- Educational Specifications
    - Assess spaces based on educational specifications and identify areas for improvement
    - A list of spaces and describe improvements needed

Exclusions:

- Redrawing site, floor, and ceiling plans in AutoCAD or REVIT
- Roofing analysis (completed by District)
- Pavement analysis (completed by District)
- Seismic analysis
- Energy Master Plan
- Interior above ceiling equipment
- Distribution equipment such as CAV/VAV/small EFs/etc
- Underground utilities and site storm drains
- Plumbing restroom fixtures
- Power distribution beyond the main panel of each building
- AV/IT/Telecom and other low voltage systems
- Fire Alarm equipment beyond the main control panel
- Evaluate each lighting fixture types
- Hazardous materials assessment and report
- Geotechnical report

TIMELINE & MILESTONES

In alignment with the District's goal, by the end of the 2025–2026 school year, we will develop and begin implementing a districtwide Facilities Maintenance and Improvement Plan to identify needs across all school sites and district buildings.

Project Milestones:

- **Notice-to-Proceed:** November 3, 2025
- **Mobilization:** 3 weeks (setup templates, assemble and review base drawings, etc.)
- **Facilities Needs Assessment:** 6 weeks (to be completed by end of December 2025)
- **Identify Improvement Projects:** 1 month (to be completed by end of January 2026)
- **Develop Facilities Maintenance and Improvement Plan:** 3 months (to be completed by end of March 2026)

FEE PROPOSAL

NAC's fee for providing the above outlined services is as follows:

Description	Total
Mobilization & Base Assessment and Documentation	**$140,400**
Facilities Visioning Session	
Evaluation of Existing Documents	
Survey and Report Templates	
Develop Based Drawings	
Building Needs Assessments	
Meeting with School Staff	
Site Assessment and Documentation	
Hardware Consultant: Survey of Door Hardware	
Mechanical and Electrical Systems Assessment & Documentation	**$451,500**
MEP Coordination meetings with District's staff	
Mechanical Systems	
Plumbing Systems	
Electrical Systems	
Fire Safety and Alarm Systems	
Develop Report	**$283,000**
Assembly Report	
Coordination meetings with District	
Aerial Maps Photoshopped to fade out surrounding neighborhood.	
Existing Campus Plan: Permanent and Portable Buildings,	
Existing Campus Building Data spreadsheet	
Interior Finishes Report	
Basic Data in Original Scope	
Windows and window coverings	

Exterior Building envelope	
Cost Estimate: Provide a ROM for each improvement	
Optional Assessment & Documentation	*$779,230*
Campus Room Use Diagram	*$28,000*
Core Facilities Diagram	*$28,000*
Classroom Type Diagram	*$28,000*
Instructional and Campus Summary Spreadsheet	*$14,000*
Classroom Program Diagram	*$28,000*
Site Circulation Diagram	*$14,000*
Modular/Portable Buildings Certification Diagram	*$21,000*
Building rooms with number of occupants/students per room, square footage and use	*$14,000*
ADA Compliance	
Plumbing Fixture Count	*$28,000*
ADA Assessment	*$28,000*
ADA Path of Travel	*$84,000*
ADA Conceptual Improvement	*$112,000*
Safe Operations of Buildings and Compliance Site and Floor Plans	*$120,750*
PV/Cameras	*$7,480*
FF&E documentation.	*$112,000*
Evaluate spaces based on Education Specifications	*$56,000*
Evaluate Special Education spaces	*$56,000*

Reimbursable Expenses: Allowance of $10,000.00 (ten thousand dollars). Oxnard School District will be advised by NAC when 75% of the allowance amount is reached so that the parties can evaluate the status of the project, and any increase of the reimbursable expense required beyond that point.

The following out-of-pocket expenses will be reimbursed at the rate of One and Fifteen Hundredths (1.15) times the actual cost to NAC:

- Compensation for additional consultants not outlined in Scope of Services above.
- Reproduction and delivery-related expenses for presentation / record documents produced for the project.
- Out-of-pocket expenses for the preparation of presentation graphics, renderings and models requested by the District.
- Reprographic service to scan and digitize drawings to convert them to AutoCAD if some drawings do not exist as AutoCAD files or PDFs of vector lines.

CLIENT RESPONSIBILITIES

Prior to the start of any work by NAC, Oxnard School District shall furnish NAC with prior reports and plans, facilities bond program updates, topographic surveys and site utility plans showing all site improvements, property lines, streets, sidewalks and recorded easements, and as-built drawings in PDF, and AutoCAD or Revit format, if available. The Owner shall provide access to the facility for purposes of site assessment.

HAZARDOUS MATERIALS

NAC does not have specialized expertise in the specifying of treatment and/or handling of new and/or existing asbestos-containing, asbestos-contaminated, or other hazardous materials, above or below surface, and our professional liability insurance policy does not include coverage of these services. Therefore, NAC cannot provide these services. It is our understanding that Oxnard School District will retain, if necessary, a qualified industrial hygienist and/or contractor to provide these services.

MISCELLANEOUS ITEMS

If this proposal meets with your approval NAC will begin our services promptly upon receipt of your notification to proceed. This proposal will be considered valid for sixty (60) days from date of issue.

Thanks for entrusting this scope of work to our team. We know how seriously you and your district take the management of facilities. This effort will provide the district with a very powerful tool for managing your assets. Please feel free to contact me with any further questions.

Sincerely,



Helena L. Jubany, FAIA
Managing Principal

cc:
enc:
Exhibit A – List of Schools
Exhibit B – Table of Contents

NAC

Exhibit A: List of Schools

Campuses and facilities for scope of work described :	*Classrooms*
Preschool	*(estimated)*
San Miguel School	7
TK-5	
Christa McAuliffe School	36
Dennis McKinna School	31
Elm Street Elementary School	29
Emilie Ritchen School	31
Marina West School	36
Norma Harrington School	26
Norman R Brekke School	30
Ramona School	27
Sierra Linda School	35
TK-8	
Cesar Chavez School	33
Driffill School	48
Lemonwood School	38
Thurgood Marshall School	28
K-8	
Bernice Curren School	39
Juan Lagunas Soria	35
Kamala School	42
K-8	
Fremont Academy of Environmental Science & Innovation Design	47
Frank Academy of Marine Science and Engineering	58
Dr. Manual M. Lopez Academy of Arts and Sciences	41

Other Facilities:

Administration Building
Facilities Building
Transportation Warehouse
Enrollment Center
ELOP Facility

NAC

EXHIBIT B

DISTRICTWIDE FACILITIES MAINTENANCE and IMPROVEMENT PLAN - CONTENT

COVER
- School Name & Address
- School photo
- District, School, and NAC logos
- Date

ANALYTICAL DIAGRAMS
- Aerial Photo of Vicinity
- Permanent, Portable, and Modular Building Diagrams

DATA
- Building Data Plan
- Floor Plan Discrepancies
- Building Data Spreadsheet
- Room Data Spreadsheet

MECHANICAL AND ELECTRICAL SYSTEMS
- Mechanical Systems Site Plan
- Mechanical Equipment Schedule
- Electrical Power Distribution Site Plan
- Electrical Single Line Diagram
- Lighting Site Plan

BUILDING INVENTORIES
- Interior Finishes Inventory (flooring, walls, and ceilings)
- Windows and Window Coverings
- Exterior Building Envelope (inc. siding, paing, and weatherproofing)
- Hardware Site Survey

SPECIAL EDUCATION
- Evaluate special education spaces at each campus based on CDE requirements
- Identify and describe areas of improvement

COST ESTIMATES (ROM)
- Breakdown of ROM per scope (not CSI format)

OPTIONAL CONTENT

ANALYTICAL DIAGRAMS

- Campus Room Use Diagram
- Core Facilities Diagram
- Classroom Type Diagram
- Instructional and Campus Summary Spreadsheet
- Classroom Program Diagram
- Site Circulation Diagram
- Modular/Portable Buildings Certification Diagram

DATA

- Building rooms with number of occupants/students per room, square footage and use

ACCESS COMPLIANCE

- Plumbing Fixture Count
- ADA Path of Travel Assessment (restrooms, parking, drinking fountains)
- ADA Conceptual Improvements
- ADA Path of Travel Site Assessments (this will require topographic survey)

SAFE OPERATIONS OF BUILDINGS AND COMPLIANCE DIAGRAMS

- Safe Operations Site Plan
- Safe Operations Floor Plan

MECHANICAL AND ELECTRICAL SYSTEMS

- Photovoltaic System
- Cameras

BUILDING INVENTORIES

- FF&E Inventory

EDUCATIONAL SPECIFICATION

- Assess spaces based on educational specifications and identify areas for improvement
- A list of spaces describing improvements needed



Districtwide Facilities Maintenance and Improvement Plan

November 5, 2025

Oxnard School District

Changing the world! In school and beyond.

Agenda

1) Project Description
2) Proposal Process
3) Analysis of proposals
4) Recommendation

Project Description

Board and Superintendent Goal 5: Districtwide Facilities Maintenance and Improvement

- **Conduct and complete site facility assessments**

Professional baseline conditions assessment of 25 sites (schools and support facilities)

- Mechanical, electrical and plumbing (MEP) assessments and documentation
- Fire, life, safety systems and conditions assessment
- Building inventory and condition (walls, floors, ceilings, exteriors, doors, windows)

Roofing and asphalt assessments have been completed recently

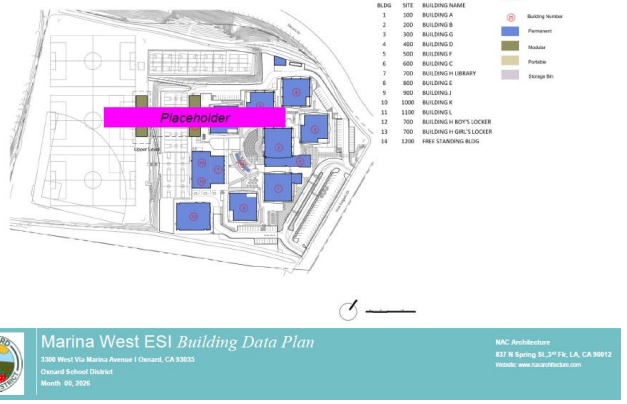
Project Deliverables



OSD-Branded Actionable Reports







Includes

- Analytical Diagrams
- Building Data
- Mechanical & Electrical Systems
- Special Education Analysis
- Cost Estimating

Proposal Process

Assistant Superintendent of Business and Facilities Director met with three architectural firms to discuss district needs

- firms selected based on past experience and recommendations of colleagues

Proposals were provided and Facilities Director communicated with all three firms to bring alignment to the proposals

All three firms were professional and responsive

Evaluation of Proposals

NAC Architecture	RRM Design Group	Flewelling & Moody
$874,900	**$723,705**	$659,000
Fixed price for specified services	Fixed price plus T&M for project cost estimating	T&M pricing for entire project
Site specific Special Education analysis	Special Education analysis as an addition	Special Education analysis as an addition

Recommendations

NAC Architecture

- Nationally recognized industry leader in K-12 education (our community deserves the best!)
- Cost certainty
- Best springboard for future planning
- Demonstrated commitment to understanding and incorporating community and cultural values

THANK YOU!

Questions????

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** November 05, 2025

Agenda Section: Section D: Action Items

Adoption of Resolution No. 25-10 Authorizing Participation in the California Zero-Emission School Bus and Infrastructure (ZESBI) Incentive Project (Pifko/Galván)

Oxnard School District was previously awarded funding for fifteen (15) electric school buses through the California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) and the U.S. Environmental Protection Agency (EPA) Clean Heavy-Duty Vehicle (CHDV) program. The District is now eligible for additional state funding through the California Zero-Emission School Bus and Infrastructure (ZESBI) Incentive Project, which provides support for four (4) additional electric school buses and associated charging infrastructure. ZESBI is jointly administered by the California Air Resources Board (CARB) and the California Energy Commission (CEC) and is designed to accelerate the transition of school bus fleets to clean, zero-emission vehicles.

Adoption of this Board Resolution does not obligate the District to purchase or expend funds at this time. Rather, it authorizes (1) the District to submit the information and application materials required to participate in the ZESBI program, and (2) the Assistant Superintendent of Business and Fiscal Services or designee to accept the award and execute the necessary grant documents if funding is approved by the grant administrator, without the need for further Board action. This step enables the District to access available state resources to continue advancing its fleet electrification goals while minimizing out-of-pocket costs.

FISCAL IMPACT:
None. Acceptance of the award will result in cost savings to the District through state-funded acquisition of electric school buses and infrastructure support.

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Transportation, that the Board of Trustees adopt Resolution No. 25-10 Authorizing Participation in the California Zero-Emission School Bus and Infrastructure (ZESBI) Incentive Project.

ADDITIONAL MATERIALS:

Attached: Resolution No. 25-10 (1 page)

OXNARD SCHOOL DISTRICT
AUTHORIZING PARTICIPATION IN THE CALIFORNIA ZERO-EMISSION SCHOOL BUS AND INFRASTRUCTURE (ZESBI) INCENTIVE PROJECT
RESOLUTION NO. 25-10

WHEREAS, on September 17, 2025, the Board of Trustees of the Oxnard School District met in regular session; and

WHEREAS, Proposition 98 provides funding for K-12 education and community colleges; and

WHEREAS, Senate Bill 114 allocates Proposition 98 funds to the California Air Resources Board (CARB) and the California Energy Commission (CEC) to fund grants to local educational agencies for zero-emission school buses and supporting infrastructure; and

WHEREAS, with these funds CARB and CEC created the ZESBI incentive project; and

WHEREAS, CALSTART has been selected to administer ZESBI on behalf of CARB and CEC; and

WHEREAS, CALSTART requires the submission of information on standardized forms (application forms) to determine eligibility and to prioritize projects; and

WHEREAS, if selected to receive funding, in order to participate in ZESBI, the grantee is required to enter into a grant agreement with CALSTART wherein the fulfillment of terms and conditions is required in order to receive the funding.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Oxnard School District authorizes the submission of applications for ZESBI; and

BE IT FURTHER RESOLVED, that if selected for funding, the Assistant Superintendent of Business and Fiscal Services or Designee is authorized to enter into a binding grant agreement on behalf of the school district and to act, as needed, to ensure the terms are satisfied.

ADOPTED this 5th day of November, 2025, by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____ _____

President of the Board of Trustees Clerk of the Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Kristen Pifko **Date of Meeting:** November 05, 2025

Agenda Section: Section D: Action Items

Actuarial Study of Retiree Health Liabilities (Pifko/Núñez)

As required by Education Code Section 42140 and GASB Statements No. 74 and 75, the Board will receive the Actuarial Study of Retiree Health Liabilities prepared by Foster & Foster. This study reviews the District's long-term costs for providing health benefits to retirees. The information helps the District plan for future expenses and report its financial obligations accurately. A full actuarial study is completed every two years, and a shorter update is done in the years between to keep the information current and ensure transparency.

FISCAL IMPACT:
N/A.

RECOMMENDATION:
Information only.

ADDITIONAL MATERIALS:

Attached: Actuarial Study of Retiree Health Liabilities (31 pages)

Oxnard School District

Actuarial Study of
Retiree Health Liabilities Under GASB 74/75
Valuation Date: June 30, 2025
Measurement Date: June 30, 2025
For Fiscal Year-End: June 30, 2025

Prepared by:
Foster & Foster Actuaries and Consultants
(Formerly Total Compensation Systems, Inc.)

Date: October 15, 2025

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Oxnard School District
Actuarial Study of Retiree Health Liabilities

PART I: EXECUTIVE SUMMARY

A. Introduction

This report was produced by Foster & Foster, Inc. for Oxnard School District to determine the liabilities associated with its current retiree health program as of a June 30, 2025 measurement date and to provide the necessary information to determine accounting entries for the fiscal year ending June 30, 2025. This report may not be suitable for other purposes such as determining employer contributions or assessing the potential impact of changes in plan design.

Different users of this report will likely be interested in different sections of information contained within. We anticipate that the following portions may be of most interest depending on the reader:

- A high level comparison of key results from the current year to the prior year is shown on this page.
- The values we anticipate will be disclosed in the June 30, 2025 year-end financials are shown on pages 2 and 3.
- Additional accounting information is shown on page 12 and Appendices C and D.
- Description and details of measured valuation liabilities can be found beginning on page 10.
- Guidance regarding the next actuarial valuation for the June 30, 2026 measurement date is provided on page 13.

B. Key Results

Oxnard SD uses an Actuarial Measurement Date that is the same as its Fiscal Year-End. This means that these actuarial results measured as of June 30, 2025 will be used directly for the June 30, 2025 Fiscal Year-End.

Key Results	**Current Year** *June 30, 2025 Measurement Date for June 30, 2025 Fiscal Year-End*	**Prior Year** *June 30, 2024 Measurement Date for June 30, 2024 Fiscal Year-End*
Total OPEB Liability (TOL)	$86,134,251	$90,137,292
Fiduciary Net Position (FNP)	$8,882,538	$8,532,490
Net OPEB Liability (NOL)	$77,251,713	$81,604,802
Service Cost *(for year following)*	$2,721,596	$3,470,646
Estimated Pay-as-you-go Amount *(for year following)*	$3,710,363	$3,474,689
GASB 75 OPEB Expense *(for year ending)*	$3,447,852	$3,981,360

Refer to results section beginning on page 10 or the glossary on page 28 for descriptions of the above items.

Key Assumptions	**Current Year** *June 30, 2025 Measurement Date for June 30, 2025 Fiscal Year-End*	**Prior Year** *June 30, 2024 Measurement Date for June 30, 2024 Fiscal Year-End*
Valuation Interest Rate	5.20%	3.93%
Expected Rate of Return on Assets	5.20%	3.93%
Long-Term Medical Trend Rate	4.00%	4.00%
Projected Payroll Growth	2.75%	2.75%

Portion of Key Measurements Due to Implicit Rate Subsidy

The implicit rate subsidy represents the difference between retiree premium rates and the underlying cost of retiree coverage. Because medical costs generally increase with age, the direct premium rate for pre-Medicare retirees will typically fall short of the underlying cost of retiree coverage when the premium rates are determined by blending active employees and pre-Medicare retirees. GASB 75 requires the underlying cost to be reflected in most cases, so OPEB actuaries develop age-adjusted costs to estimate the underlying cost of coverage solely for retirees.

Below is a breakdown of key measurements between the portion due to the employer share of retiree premiums and the portion due to the implicit rate subsidy. Although the two pieces are typically treated the same under GASB 75, the distinction can be important for planning purposes because the implicit rate subsidy will not be paid directly in the same way that the employer share of retiree premiums will be paid.

June 30, 2025 Measurement Date	***Portion due to Employer Share of Retiree Premium***	***Portion due to Implicit Rate Subsidy***	***Total***
Total OPEB Liability	$80,516,503	$5,617,748	$86,134,251
Service Cost *(for year following)*	$2,538,243	$183,353	$2,721,596

The following table shows the "pay as you go" projection of annual payments for the employer share of retiree health costs as well as the projected annual amount of the implicit rate subsidy. Although actual payments are certain to vary from those shown below, these projections can be useful for planning purposes.

Year Beginning July 1	***Employer Share of Retiree Premium***	***Implicit Rate Subsidy***	***Total Projected Benefit Payments***
2025	$3,464,128	$246,235	$3,710,363
2026	$3,674,121	$263,841	$3,937,962
2027	$4,071,200	$277,492	$4,348,692
2028	$4,375,283	$320,052	$4,695,335
2029	$4,930,958	$358,788	$5,289,746
2030	$5,414,514	$401,267	$5,815,781
2031	$5,734,895	$449,645	$6,184,540
2032	$6,127,045	$439,546	$6,566,591
2033	$6,615,916	$491,346	$7,107,262
2034	$7,145,812	$537,131	$7,682,943

C. Summary of GASB 75 Accounting Results

1. Changes in Net OPEB Liability

The following table shows the reconciliation of the June 30, 2024 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2025 NOL. A more detailed version of this table can be found on page 12.

	TOL	***FNP***	***NOL***
Balance at June 30, 2024 Measurement Date	**$90,137,292**	**$8,532,490**	**$81,604,802**
Service Cost	$3,470,646	$0	$3,470,646
Interest on TOL / Return on FNP	$3,542,316	$439,235	$3,103,081
Employer Contributions*	$0	$3,707,615	($3,707,615)
Benefit Payments*	($3,796,802)	($3,796,802)	$0
Administrative Expenses	$0	$0	$0
Experience (Gains)/Losses	$1,717,543	$0	$1,717,543
Changes in Assumptions	($8,936,744)	$0	($8,936,744)
Other	$0	$0	$0
Net Change	($4,003,041)	$350,048	($4,353,089)
Actual Balance at June 30, 2025 Measurement Date	**$86,134,251**	**$8,882,538**	**$77,251,713**

* Includes $731,881 due to implied rate subsidy.

2. Deferred Inflows and Outflows

Changes in the NOL arising from certain sources are recognized on a deferred basis. The following tables show the balance of each deferral item as of the measurement date and the scheduled future recognition. A reconciliation of these balances can be found on page 12 while the complete deferral history is shown beginning on page 25.

Balances at June 30, 2025 Fiscal Year-End	*Deferred Outflows*	*Deferred Inflows*
Differences between expected and actual experience	$12,931,659	($18,744,455)
Changes in assumptions	$2,851,590	($19,145,632)
Differences between projected and actual return on assets	$46,777	$0
Total	$15,830,026	($37,890,087)

To be recognized fiscal year ending June 30:	*Deferred Outflows*	*Deferred Inflows*
2026	$3,712,923	($6,968,835)
2027	$3,568,855	($5,934,279)
2028	$2,861,783	($5,060,054)
2029	$2,441,909	($5,013,937)
2030	$2,463,033	($5,013,937)
Thereafter	$781,523	($9,899,045)
Total	$15,830,026	($37,890,087)

3. OPEB Expense

Under GASB 74 and 75, OPEB expense includes service cost, interest cost, administrative expenses, and change in TOL due to plan changes, adjusted for deferred inflows and outflows. OPEB expense can also be derived as change in net position, adjusted for employer contributions, which can be found on page 12.

To be recognized fiscal year ending June 30, 2025	*Expense Component*
Service Cost	$3,470,646
Interest Cost	$3,542,316
Expected Return on Assets	($333,574)
Administrative Expenses	$0
Recognition of Experience (Gain)/Loss Deferrals	($1,806,513)
Recognition of Assumption Change Deferrals	($1,497,808)
Recognition of Investment (Gain)/Loss Deferrals	$72,785
Employee Contributions	$0
Changes in Benefit Terms	$0
Net OPEB Expense for fiscal year ending June 30, 2025	$3,447,852

4. Adjustments

We are unaware of any adjustments that need to be made.

5. Trend and Interest Rate Sensitivities

The following presents what the Net OPEB Liability would be if it were calculated using a discount rate assumption or a healthcare trend rate assumption one percent higher or lower than the current assumption.

Net OPEB Liability at June 30, 2025 Measurement Date	*Discount Rate*	*Healthcare Trend Rate*
1% Decrease in Assumption	$84,221,573	$68,384,954
Current Assumption	$77,251,713	$77,251,713
1% Increase in Assumption	$70,792,929	$87,562,826

D. Description of Retiree Benefits

Following is a description of the retiree benefit plan that applies to all OEA employees and non-OEA employees hired prior to July 1, 2012. Non-OEA employees hired on or after July 1, 2012 have no entitlement to retiree health benefits.

	OEA	CSEA	Management	OSSA
Benefit types provided	Medical, dental and vision	Medical, dental and vision	Medical, dental and vision	Medical, dental and vision
Duration of Benefits	To age 69	To age 65[1]	To age 69	To age 65[1]
Required Service	8 years[2]	15 years[3]	8 years[2]	8 years[2]
Minimum Age	55	55	55	55
Dependent Coverage	No[4]	Yes	Yes	No[4]
District Contribution %	100%	100%	100%	100%
District Cap	None	Premium rate at retirement[5]	None	None

[1]To age 69 if hired before 8/1/05 for **CSEA** and 7/1/06 for OSSA
[2]This is the requirement for Oxnard School District. Also requires 15 years in California Public Schools
[3]For those hired before 8/1/05, 8 years with OSD and 15 years in California Public Schools
[4]Contract language allows "employee-only" premium. District currently pays a composite rate that includes dependents.
[5]Affects CSEA members who were employed on or after 8/1/05.

E. Summary of Valuation Data

This report is based on census data provided to us as of September, 2025. Distributions of participants by age and service can be found on page 18. For non-lifetime benefits, the active count below excludes employees for whom it is not possible to receive retiree benefits (e.g. employees who are already older than the maximum age to which benefits are payable or who will not accrue the required service prior to reaching the maximum age).

	Current Year *June 30, 2025 Valuation Date* *June 30, 2025 Measurement Date*	Prior Year *June 30, 2023 Valuation Date* *June 30, 2024 Measurement Date*
Active Employees eligible for future benefits		
Count	1042	1010
Average Age	46.9	47.9
Average Years of Service	17.1	17.5
Retirees currently receiving benefits		
Count	247	230
Average Age	63.7	64.5

We were not provided with information about any terminated, vested employees.

F. Certification

The actuarial information in this report is intended solely to assist Oxnard SD in complying with Governmental Accounting Standards Board Accounting Statement 74 and 75 and, unless otherwise stated, fully and fairly discloses actuarial information required for compliance. Nothing in this report should be construed as an accounting opinion, accounting advice or legal advice. Foster & Foster recommends that third parties retain their own actuary or other qualified professionals when reviewing this report. Foster & Foster's work is prepared solely for the use and benefit of Oxnard SD. Release of this report may be subject to provisions of the Agreement between Oxnard SD and Foster & Foster. No third party recipient of this report product should rely on the report for any purpose other than accounting compliance. Any other use of this report is unauthorized without first consulting with Foster & Foster.

This report is for fiscal year July 1, 2024 to June 30, 2025, using a measurement date of June 30, 2025. The calculations in this report have been made based on our understanding of plan provisions and actual practice at the time we were provided the required information. We relied on information provided by Oxnard SD. Much or all of this information was unaudited at the time of our evaluation. We reviewed the information provided for reasonableness, but this review should not be viewed as fulfilling any audit requirements. We relied on the following materials to complete this study:

- We used paper reports and digital files containing participant demographic data from the District personnel records.

- We used relevant sections of collective bargaining agreements provided by the District.

All costs, liabilities, and other estimates are based on actuarial assumptions and methods that comply with all applicable Actuarial Standards of Practice (ASOPs). Each assumption is deemed to be reasonable by itself, taking into account plan experience and reasonable future expectations and in combination represent our estimate of anticipated experience of the Plan.

This report contains estimates of the Plan's financial condition and future results only as of a single date. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the actuarial assumptions used. This valuation cannot predict the Plan's future condition nor guarantee its future financial soundness. Actuarial valuations do not affect the ultimate cost of Plan benefits, only the timing of Plan contributions. While the valuation is based on individually reasonable assumptions, other assumption sets may also be reasonable and valuation results based on those assumptions would be different. Determining results using alternative assumptions (except for the alternate discount and trend rates shown in this report) is outside the scope of our engagement.

Future actuarial measurements may differ significantly from those presented in this report due to factors such as, but not limited to, the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the measurement methodology (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. We were not asked to perform analyses to estimate the potential range of such future measurements.

The signing actuary is independent of Oxnard SD and any plan sponsor. Foster & Foster does not intend to benefit from and assumes no duty or liability to other parties who receive this report. Foster & Foster is not aware of any relationship that would impair the objectivity of the opinion.

On the basis of the foregoing, I hereby certify that, to the best of my knowledge and belief, this report is complete and has been prepared in accordance with generally accepted actuarial principles and practices and all

applicable Actuarial Standards of Practice. I meet the Qualifications Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Respectfully submitted,



Will Kane, FSA, EA, MAAA
Actuary
Foster & Foster, Inc.

PART II: LIABILITIES AND COSTS FOR RETIREE BENEFITS

A. Introduction.

We calculated the actuarial present value of projected benefit payments (APVPBP) separately for each participant. We determined eligibility for retiree benefits based on information supplied by Oxnard SD. We then selected assumptions that, based on plan provisions and our training and experience, represent our best prediction of future plan experience. For each participant, we applied the appropriate assumption factors based on the participant's age, sex, length of service, and employee classification.

The actuarial assumptions used for this study are summarized beginning on page 14.

B. Liability for Retiree Benefits.

For each participant, we projected future premium costs using an assumed trend rate (see Appendix C). To the extent Oxnard SD uses contribution caps, the influence of the trend factor is further reduced. We multiplied each future year's benefit payments by the probability that benefits will be paid; i.e. based on the probability that the participant is living, has not terminated employment, has retired and remains eligible. The probability that benefit will be paid in any future year is zero if the participant will not be eligible. The participant will not be eligible if s/he will not have met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's benefit payments and the probability the benefit will be paid equals the expected cost for that year. We multiplied the above expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan. Finally, we discounted the expected cost for each year to the measurement date June 30, 2025 at 5.20% interest.

For any ***current retirees***, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 100%).

The value generated from the process described above is called the actuarial present value of projected benefit payments (APVPBP). We added APVPBP for each participant to get the total APVPBP for all participants which is the estimated present value of all future retiree health benefits for all **current** participants. The APVPBP is the amount on June 30, 2025 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last participant dies or reaches the maximum eligibility age. However, for most actuarial and accounting purposes, the APVPBP is not used directly but is instead apportioned over the lifetime of each participant as described in the following sections.

C. Actuarial Accrual

Accounting principles provide that the cost of retiree benefits should be "accrued" over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in June of 2015 Accounting Standards 74 and 75 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees), whether they pay directly or indirectly (via an "implicit rate subsidy").

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an "actuarial cost method" and uses the APVPBP to develop expense and liability figures. Furthermore, the APVPBP should be accrued over the working lifetime of employees.

In order to accrue the APVPBP over the working lifetime of employees, actuarial cost methods apportion the APVPBP into two parts: the portions attributable to service rendered prior to the measurement date (the past service liability or Total OPEB Liability (TOL) under GASB 74 and 75) and to service after the measurement date but prior to retirement (the future service liability or present value of future service costs). Of the future service liability, the portion attributable to the single year immediately following the measurement date is known as the normal cost or Service Cost under GASB 74 and 75.

The service cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. The actuarial cost method mandated by GASB 75 is the "entry age actuarial cost method". Under the entry age actuarial cost method, the actuary determines the service cost as the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. Under GASB 75, the service cost is calculated to be a level percentage of each employee's projected pay.

D. Actuarial Assumptions

The APVPBP and service cost are determined using several key assumptions:

- The current ***cost of retiree health benefits*** (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the service cost.
- The ***"trend" rate*** at which retiree health benefits are expected to increase over time. A higher trend rate increases the service cost. A "cap" on District contributions can reduce trend to zero once the cap is reached thereby dramatically reducing service costs.
- ***Mortality rates*** varying by age and sex (and sometimes retirement or disability status). If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce service costs, the mortality assumption is not likely to vary from employer to employer.
- ***Employment termination rates*** have the same effect as mortality inasmuch as higher termination rates reduce service costs. Employment termination can vary considerably between public agencies.
- The ***service requirement*** reflects years of service required to earn full or partial retiree benefits. While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.

- ***Retirement rates*** determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase service costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.

- ***Participation rates*** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.

- The ***discount rate*** estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets for funded plans. The rate used for a funded plan is the **real** rate of return expected for plan assets plus the long term inflation assumption. For an unfunded plan, the discount rate is based on an index of 20 year General Obligation municipal bonds rated AA or higher. For partially funded plans, the discount rate is a blend of the funded and unfunded rates.

E. Total OPEB Liability

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. If all actuarial assumptions are exactly met and an employer expensed the service cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the Total OPEB Liability (TOL). The excess of TOL over the value of plan assets is called the Net OPEB Liability (NOL). Under GASB 74 and 75, in order for assets to count toward offsetting the TOL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

Changes in the TOL can arise in several ways - e.g., as a result of plan changes or changes in actuarial assumptions. Change in the TOL can also arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience. GASB 75 allows certain changes in the TOL to be deferred (i.e. deferred inflows and outflows of resources).

Under GASB 74 and 75, a portion of actuarial gains and losses can be deferred as follows:

- Investment gains and losses are deferred five years.

- Experience gains and losses are deferred over the Expected Average Remaining Service Lives (EARSL) of plan participants. In calculating the EARSL, terminated employees (primarily retirees) are considered to have a working lifetime of zero. This often makes the EARSL quite short.

- Liability changes resulting from changes in economic and demographic assumptions are also deferred based on the EARSL.

- Liability changes resulting from plan changes, for example, cannot be deferred.

F. Valuation Results

This section details the measured values of the concepts described on the previous pages.

1. Actuarial Present Value of Projected Benefit Payments (APVPBP)

Actuarial Present Value of Projected Benefit Payments as of June 30, 2025 Valuation Date

	Total	*Certificated*	*Classified*	*Management*	*School Services*
Active: Pre-65 Benefit	$67,429,331	$43,480,605	$19,662,845	$2,473,894	$1,811,987
Post-65 Benefit	$30,794,373	$23,440,786	$5,571,933	$1,240,608	$541,046
Subtotal	$98,223,704	$66,921,391	$25,234,778	$3,714,502	$2,353,033
Retiree: Pre-65 Benefit	$8,986,087	$6,017,614	$2,762,354	$206,119	$0
Post-65 Benefit	$8,275,090	$5,310,950	$2,734,038	$199,766	$30,336
Subtotal	$17,261,177	$11,328,564	$5,496,392	$405,885	$30,336
Grand Total	$115,484,881	$78,249,955	$30,731,170	$4,120,387	$2,383,369
Subtotal Pre-65 Benefit	$76,415,418	$49,498,219	$22,425,199	$2,680,013	$1,811,987
Subtotal Post-65 Benefit	$39,069,463	$28,751,736	$8,305,971	$1,440,374	$571,382

2. Service Cost

The service cost represents the value of the benefit earned during a single year of employment. It is the APVPBP spread over the expected working lifetime of the employee and divided into annual segments. We applied an "entry age" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated service cost.

Service Cost Valuation Year Beginning July 1, 2025

	Total	*Certificated*	*Classified*	*Management*	*School Services*
# of Eligible Employees	1,042	708	279	33	22
First Year Service Cost					
Pre-65 Benefit	$1,864,594	$1,314,756	$456,723	$49,269	$43,846
Post-65 Benefit	$857,002	$734,196	$90,675	$21,879	$10,252
Total	$2,721,596	$2,048,952	$547,398	$71,148	$54,098

Accruing retiree health benefit costs using service costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. While the service cost for each employee is targeted to remain level as a percentage of covered payroll, the service cost as a dollar amount would increase each year based on covered payroll. Additionally, the overall service cost may grow or shrink based on changes in the demographic makeup of the employees from year to year.

3. Total OPEB Liability and Net OPEB Liability

If actuarial assumptions are borne out by experience, the District will fully accrue retiree benefits by expensing an amount each year that equals the service cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the Total OPEB Liability. We calculated the Total OPEB Liability (TOL) as the APVPBP minus the present value of future service costs. To the extent that benefits are funded through a GASB 74 qualifying trust, the trust's Fiduciary Net Position (FNP) is subtracted to get the NOL. The FNP is the value of assets adjusted for any applicable payables and receivables as shown in the table on page 15.

Total OPEB Liability and Net OPEB Liability as of June 30, 2025 Valuation Date

	Total	*Certificated*	*Classified*	*Management*	*School Services*
Active: Pre-65 Benefit	47,560,784	$28,110,060	$15,934,625	$2,089,433	$1,426,666
Active: Post-65 Benefit	$21,311,866	$14,824,392	$4,944,136	$1,077,547	$465,791
Subtotal	$68,872,650	$42,934,452	$20,878,761	$3,166,980	$1,892,457
Retiree: Pre-65 Benefit	$8,986,478	$6,017,911	$2,762,440	$206,127	$0
Retiree: Post-65 Benefit	$8,275,123	$5,310,966	$2,734,052	$199,768	$30,337
Subtotal	$17,261,601	$11,328,877	$5,496,492	$405,895	$30,337
Subtotal: Pre-65 Benefit	$56,547,262	$34,127,971	$18,697,065	$2,295,560	$1,426,666
Subtotal: Post-65 Benefit	$29,586,989	$20,135,358	$7,678,188	$1,277,315	$496,128
Total OPEB Liability (TOL)	$86,134,251	$54,263,329	$26,375,253	$3,572,875	$1,922,794
Fiduciary Net Position as of June 30, 2025	$8,882,538				
Net OPEB Liability (NOL)	$77,251,713				

4. "Pay As You Go" Projection of Retiree Benefit Payments

We used the actuarial assumptions shown in Appendix C to project the District's ten year retiree benefit outlay, including any implicit rate subsidy. Because these cost estimates reflect average assumptions applied to a relatively small number of participants, estimates for individual years are **certain** to be ***in***accurate. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the District's share of retiree health costs, including any implicit rate subsidy.

Year Beginning July 1	*Total*	*Certificated*	*Classified*	*Management*	*School Services*
2025	$3,710,363	$2,411,984	$1,154,549	$113,493	$30,337
2026	$3,937,962	$2,443,625	$1,357,479	$121,979	$14,879
2027	$4,348,692	$2,570,327	$1,579,297	$162,255	$36,813
2028	$4,695,335	$2,754,403	$1,663,885	$202,231	$74,816
2029	$5,289,746	$3,068,685	$1,864,442	$240,505	$116,114
2030	$5,815,781	$3,334,697	$2,036,155	$293,213	$151,716
2031	$6,184,540	$3,620,348	$2,080,461	$292,832	$190,899
2032	$6,566,591	$3,969,912	$2,097,330	$313,156	$186,193
2033	$7,107,262	$4,398,023	$2,189,027	$318,724	$201,488
2034	$7,682,943	$4,772,867	$2,307,514	$366,425	$236,137

G. Additional Reconciliation of GASB 75 Results

The following table shows the reconciliation of the June 30, 2024 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2025 NOL. For some plans, it will provide additional detail and transparency beyond that shown in the table on Page 2.

	TOL	*FNP*	*NOL*
Balance at June 30, 2024	**$90,137,292**	**$8,532,490**	**$81,604,802**
Service Cost	$3,470,646	$0	$3,470,646
Interest on Total OPEB Liability	$3,542,316	$0	$3,542,316
Expected Investment Income	$0	$333,574	($333,574)
Administrative Expenses	$0	$0	$0
Employee Contributions	$0	$0	$0
Employer Contributions to Trust	$0	$3,707,615	($3,707,615)
Employer Contributions as Benefit Payments***	$0	$0	$0
Actual Benefit Payments from Trust	($3,796,802)	($3,796,802)	$0
Actual Benefit Payments from Employer***	$0	$0	$0
Expected Minus Actual Benefit Payments**	$322,113	$0	$322,113
Expected Balance at June 30, 2025	**$93,675,565**	**$8,776,877**	**$84,898,688**
Experience (Gains)/Losses	$1,395,430	$0	$1,395,430
Changes in Assumptions	($8,936,744)	$0	($8,936,744)
Changes in Benefit Terms	$0	$0	$0
Investment Gains/(Losses)	$0	$105,661	($105,661)
Other	$0	$0	$0
Net Change during 2025	($4,003,041)	$350,048	($4,353,089)
Actual Balance at June 30, 2025*	**$86,134,251**	**$8,882,538**	**$77,251,713**

* May include a slight rounding error.
** Deferrable as an Experience Gain or Loss.
*** Includes $731,881 due to implied rate subsidy.

Changes in the NOL arising from certain sources are recognized on a deferred basis. The deferral history for Oxnard SD is shown beginning on page 25. The following table summarizes the beginning and ending balances for each deferral item. The current year expense reflects the change in deferral balances for the measurement year.

Deferred Inflow/Outflow Balances Fiscal Year Ending June 30, 2025

	Beginning Balance	*Change Due to New Deferrals*	*Change Due to Recognition*	*Ending Balance*
Experience (Gains)/Losses	($9,336,852)	$1,717,543	$1,806,513	($5,812,796)
Assumption Changes	($8,855,106)	($8,936,744)	$1,497,808	($16,294,042)
Investment (Gains)/Losses	$225,223	($105,661)	($72,785)	$46,777
Deferred Balances	($17,966,735)	($7,324,862)	$3,231,536	($22,060,061)

The following table shows the reconciliation of Net Position (NOL less the balance of any deferred inflows or outflows). When adjusted for contributions, the change in Net Position is equal to the OPEB expense shown previously on page 3.

OPEB Expense Fiscal Year Ending June 30, 2025

	Beginning Net Position	*Ending Net Position*	*Change*
Net OPEB Liability (NOL)	$81,604,802	$77,251,713	($4,353,089)
Deferred Balances	($17,966,735)	($22,060,061)	($4,093,326)
Net Position	$99,571,537	$99,311,774	($259,763)
Adjust Out Employer Contributions			$3,707,615
OPEB Expense			$3,447,852

H. Procedures for Future Valuations

GASB 74/75 require annual measurements of liability with a full actuarial valuation required every two years. This means that for the measurement date one year following a full actuarial valuation, a streamlined "roll-forward" valuation may be performed in place of a full valuation. The following outlines the key differences between full and roll-forward valuations.

	Full Actuarial Valuation	Roll-Forward Valuation
Collect New Census Data	Yes	No
Reflect Updates to Plan Design	Yes	No
Update Actuarial Assumptions	Yes	Typically Not
Update Valuation Interest Rate	Yes	Yes
Actual Assets as of Measurement Date	Yes	Yes
Timing	4-6 weeks after information is received	1-2 weeks after information is received
Fees	Full	Reduced
Information Needed from Employer	Moderate	Minimal
Required Frequency	At least every two years	Each year, unless a full valuation is performed

The majority of employers use an alternating cycle of a full valuation one year followed by a roll-forward valuation the next year. However, a full valuation may be required or preferred under certain circumstances. Following are examples of actions that could cause the employer to consider a full valuation instead of a roll-forward valuation.

- The employer adds or terminates a group of participants that constitutes a significant part of the covered group.
- The employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- The employer considers or puts in place an early retirement incentive program.
- The employer desires the measured liability to incorporate more recent census data or assumptions.

We anticipate that the next valuation we perform for Oxnard SD will be a roll-forward valuation with a measurement date of June 30, 2026 which will be used for the fiscal year ending June 30, 2026. Please let us know if Oxnard SD would like to discuss whether another full valuation would be preferable based on any of the examples listed above.

PART III: ACTUARIAL ASSUMPTIONS AND METHODS

Following is a summary of actuarial assumptions and methods used in this study. The District should carefully review these assumptions and methods to make sure they reflect the District's assessment of its underlying experience. It is important for Oxnard SD to understand that the appropriateness of all selected actuarial assumptions and methods are Oxnard SD's responsibility. Unless otherwise disclosed in this report, Foster & Foster believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 74 and 75, applicable actuarial standards of practice, Oxnard SD's actual historical experience, and Foster & Foster's judgment based on experience and training.

A. ACTUARIAL METHODS AND ASSUMPTIONS:

ACTUARIAL COST METHOD: GASB 74 and 75 require use of the entry age actuarial cost method.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The APVPBP and present value of future service costs are determined on a participant by participant basis and then aggregated.

SUBSTANTIVE PLAN: As required under GASB 74 and 75, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Oxnard SD regarding practices with respect to employer and employee contributions and other relevant factors.

B. ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

INFLATION: We assumed 2.50% per year used for pension purposes. Actuarial standards require using the same rate for OPEB that is used for pension.

INVESTMENT RETURN / DISCOUNT RATE: We assumed 5.20% per year net of expenses. This is based on assumed long-term return on employer assets. We used the "Building Block Method". (See Appendix C, Paragraph 53 for more information). Our assessment of long-term returns for employer assets is based on long-term historical returns for surplus funds invested pursuant to California Government Code Sections 53601 et seq.

TREND: We assumed 4.00% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

PAYROLL INCREASE: We assumed 2.75% per year. Since benefits do not depend on salary (as they do for pensions), this assumption is only used to determine the accrual pattern of the Actuarial Present Value of Projected Benefit Payments.

FIDUCIARY NET POSITION (FNP): The following table shows the beginning and ending FNP numbers that were provided by Oxnard SD.

Fiduciary Net Position as of June 30, 2025

	06/30/2024	*06/30/2025*
Cash and Equivalents	$0	$0
Contributions Receivable	$0	$0
Total Investments	$8,532,490	$8,882,538
Capital Assets	$0	$0
Total Assets	$8,532,490	$8,882,538
Benefits Payable	$0	$0
Fiduciary Net Position	$8,532,490	$8,882,538

C. NON-ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35). See Appendix C, Paragraph 52 for more information.

MORTALITY

Participant Type	*Mortality Tables*
Certificated	2020 CalSTRS Mortality
Classified	2021 CalPERS Mortality for Miscellaneous and Schools Employees
Miscellaneous	2021 CalPERS Mortality for Miscellaneous and Schools Employees

RETIREMENT RATES

Employee Type	*Retirement Rate Tables*
Certificated	Hired 2012 and earlier: 2020 CalSTRS 2.0%@60 Rates Hired 2013 and later: 2020 CalSTRS 2.0%@62 Rates
Classified	2021 CalPERS 2.0%@55 Rates for Schools Employees
Miscellaneous	2021 CalPERS 2.0%@55 Rates for Schools Employees

COSTS FOR RETIREE COVERAGE

Retiree liabilities are based on actual retiree premium plus an implicit rate subsidy of 11.6% of non-Medicare medical premium. Liabilities for active participants are based on the first year costs shown below, which include the implicit rate subsidy. Subsequent years' costs are based on first year costs adjusted for trend and limited by any District contribution caps.

Participant Type	*Future Retirees Pre-65*	*Future Retirees Post-65*
Certificated	Employer portion of premium: $20,480 Implied rate subsidy: $2,190	$13,305
Classified	Employer portion of premium: $19,851 Implied rate subsidy: $2,171	$13,013
Management	Employer portion of premium: $20,480 Implied rate subsidy: $2,190	$13,305
School Services	Employer portion of premium: $19,851 Implied rate subsidy: $2,171	$13,013

PARTICIPATION RATES

Employee Type	*<65 Non-Medicare Participation %*	*65+ Medicare Participation %*
Certificated	100%	100%
Classified	100%	100%
Miscellaneous	100%	100%

TURNOVER

Employee Type	*Turnover Rate Tables*
Certificated	2020 CalSTRS Termination Rates
Classified	2021 CalPERS Turnover for School Employees
Miscellaneous	2021 CalPERS Turnover for School Employees

SPOUSE PREVALENCE

To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

SPOUSE AGES

To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

AGING FACTORS

We used aging factors from "Health Care Costs - From Birth to Death" prepared by Dale Yamamoto and published in 2013 by the Society of Actuaries as part of the Health Care Cost Institute's Independent Report Series - Report 2013-1.

PART IV: APPENDICES

APPENDIX A: DEMOGRAPHIC DATA BY AGE

ELIGIBLE ACTIVE EMPLOYEES BY AGE AND EMPLOYEE CLASS

Age	*Total*	*Certificated*	*Classified*	*Management*	*School Services*
Under 25	11	11	0	0	0
25 – 29	51	51	0	0	0
30 – 34	79	72	7	0	0
35 – 39	105	78	26	1	0
40 – 44	143	100	38	2	3
45 – 49	214	134	61	11	8
50 – 54	207	140	53	8	6
55 – 59	155	86	57	7	5
60 – 64	70	33	33	4	0
65 and older	7	3	4	0	0
Total	1042	708	279	33	22

ELIGIBLE ACTIVE EMPLOYEES BY AGE AND SERVICE

	Total	*Under 5 Years of Service*	*5 – 9 Years of Service*	*10 – 14 Years of Service*	*15 –19 Years of Service*	*20 – 24 Years of Service*	*25 – 29 Years of Service*	*30 – 34 Years of Service*	*Over 34 Years of Service*
Under 25	8	7	1						
25 – 29	48	34	12	2					
30 – 34	75	25	31	17	2				
35 – 39	102	11	19	50	19	3			
40 – 44	141	14	13	32	50	30	2		
45 – 49	212	8	15	25	62	73	27	2	
50 – 54	204	7	12	25	27	56	68	8	1
55 – 59	155	2	8	18	26	33	44	17	7
60 – 64	70		1	14	14	16	14	8	3
65 and older	7					3	2	1	1
Total	1022	108	112	183	200	214	157	36	12

ELIGIBLE RETIREES BY AGE AND EMPLOYEE CLASS

Age	*Total*	*Certificated*	*Classified*	*Management*	*School Services*
Under 50	0	0	0	0	0
50 – 54	0	0	0	0	0
55 – 59	32	20	12	0	0
60 – 64	103	58	42	3	0
65 – 69	110	60	46	3	1
70 – 74	1	0	1	0	0
75 – 79	0	0	0	0	0
80 – 84	1	0	0	1	0
85 – 89	0	0	0	0	0
90 and older	0	0	0	0	0
Total	247	138	101	7	1

APPENDIX B: ADMINISTRATIVE BEST PRACTICES

It is outside the scope of this report to make specific recommendations of actions Oxnard SD should take to manage the liability created by the current retiree health program. The following items are intended only to allow the District to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Oxnard SD's practices, it is possible that Oxnard SD is already complying with some or all of these suggestions.

- We suggest that Oxnard SD maintain an inventory of all benefits and services provided to retirees – whether contractually or not and whether retiree-paid or not. For each, Oxnard SD should determine whether the benefit is material and subject to GASB 74 and/or 75.

- Under GASB 75, it is important to isolate the cost of retiree health benefits. Oxnard SD should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 – ***even on a retiree-pay-all basis*** – all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Oxnard SD should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.

- Oxnard SD should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for District-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.

- Several assumptions were made in estimating costs and liabilities under Oxnard SD's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Part III of this report for a summary of assumptions.) For example, Oxnard SD should maintain a retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Oxnard SD to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

APPENDIX C: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES

This report does not necessarily include the entire accounting values. As mentioned earlier, there are certain deferred items that are employer-specific. The District should consult with its auditor if there are any questions about what, if any, adjustments may be appropriate.

GASB 74/75 include a large number of items that should be included in the Note Disclosures and Required Supplementary Information (RSI) Schedules. Many of these items are outside the scope of the actuarial valuation. However, following is information to assist the District in complying with GASB 74/75 disclosure requirements:

Paragraph 50: **Information about the OPEB Plan**

Most of the information about the OPEB plan should be supplied by Oxnard SD. Following is information to help fulfill Paragraph 50 reporting requirements.

50.c: Following is a table of plan participants

	Number of Participants
Inactive Employees Currently Receiving Benefit Payments	247
Inactive Employees Entitled to But Not Yet Receiving Benefit Payments*	0
Participating Active Employees	1042
Total Number of participants	1289

*We were not provided with information about any terminated, vested employees

Paragraph 51: **Significant Assumptions and Other Inputs**

Shown in Part III.

Paragraph 52: **Information Related to Assumptions and Other Inputs**

The following information is intended to assist Oxnard SD in complying with the requirements of Paragraph 52.

52.b: Mortality Assumptions Following are the tables the mortality assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Mortality Table	2020 CalSTRS Mortality
Disclosure	The mortality assumptions are based on the 2020 CalSTRS Mortality table created by CalSTRS. CalSTRS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalSTRS analysis.

Mortality Table	2021 CalPERS Mortality for Miscellaneous and Schools Employees
Disclosure	The mortality assumptions are based on the 2021 CalPERS Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

Mortality Table	2021 CalPERS Retiree Mortality for Miscellaneous and Schools Employees
Disclosure	The mortality assumptions are based on the 2021 CalPERS Retiree Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

52.c: Experience Studies Following are the tables the retirement and turnover assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Retirement Tables

Retirement Table	2017 CalPERS 2.0%@55 Rates for Schools Employees
Disclosure	The retirement assumptions are based on the 2017 CalPERS 2.0%@55 Rates for Schools Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2020 CalSTRS 2.0%@60 Rates
Disclosure	The retirement assumptions are based on the 2020 CalSTRS 2.0%@60 Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2020 CalSTRS 2.0%@62 Rates
Disclosure	The retirement assumptions are based on the 2020 CalSTRS 2.0%@62 Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2021 CalPERS 2.0%@55 Rates for Schools Employees
Disclosure	The retirement assumptions are based on the 2021 CalPERS 2.0%@55 Rates for Schools Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Turnover Tables

Turnover Table	2020 CalSTRS Termination Rates
Disclosure	The turnover assumptions are based on the 2020 CalSTRS Termination Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Turnover Table	2021 CalPERS Turnover for School Employees
Disclosure	The turnover assumptions are based on the 2021 CalPERS Turnover for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

For other assumptions, we use actual plan provisions and plan data.

52.d: The alternative measurement method was not used in this valuation.

52.e: NOL using alternative trend assumptions The following table shows the Net OPEB Liability with a healthcare cost trend rate 1% higher and 1% lower than assumed in the valuation.

	Trend 1% Lower	Valuation Trend	Trend 1% Higher
Net OPEB Liability	$68,384,954	$77,251,713	$87,562,826

Paragraph 53: **Discount Rate**

The following information is intended to assist Oxnard SD to comply with Paragraph 53 requirements.

53.a: A discount rate of 5.20% was used in the valuation. The interest rate used in the prior valuation was 3.93%.

53.b: We assumed that all contributions are from the employer.

53.c: We used historic 19 year real rates of return for each asset class along with our assumed long-term inflation assumption to set the discount rate. We offset the expected investment return by investment expenses of 50 basis points.

53.d: The interest assumption does not reflect a municipal bond rate.

53.e: Not applicable.

53.f: Following is the assumed asset allocation and assumed rate of return for each.

Oxnard School District - Oxnard SD

Asset Class	Percentage of Portfolio	Assumed Gross Return
Intermediate-Term Government Bonds	30.0000	4.2500
Long-Term Corporate Bonds	30.0000	4.2500
Long-Term Government Bonds	30.0000	4.2500
Short-Term Government Bonds	10.0000	3.0000

We looked at rolling periods of time for all asset classes in combination to appropriately reflect correlation between asset classes. That means that the average returns for any asset class don't necessarily reflect the averages over time individually, but reflect the return for the asset class for the portfolio average. We used geometric means.

53.g: The following table shows the Net OPEB liability with a discount rate 1% higher and 1% lower than assumed in the valuation.

	Discount Rate 1% Lower	Valuation Discount Rate	Discount Rate 1% Higher
Net OPEB Liability	$84,221,573	$77,251,713	$70,792,929

Paragraph 55: **Changes in the Net OPEB Liability**

Please see reconciliation on pages 2 or 12.

Paragraph 56: **Additional Net OPEB Liability Information**

The following information is intended to assist Oxnard SD to comply with Paragraph 56 requirements.

56.a: The valuation date is June 30, 2025.
The measurement date is June 30, 2025.
56.b: We are not aware of a special funding arrangement.
56.c: The interest assumption changed from 3.93% to 5.20%.
56.d: There were no changes in benefit terms since the prior measurement date.
56.e: Not applicable
56.f: To be determined by the employer
56.g: To be determined by the employer
56.h: Other than contributions after the measurement, all deferred inflow and outflow balances are shown on page 12 and in Appendix D
56.i: Future recognition of deferred inflows and outflows is shown in Appendix D

Paragraph 57: **Required Supplementary Information**

57.a: Please see reconciliation on pages 2 or 12. Please see the notes for Paragraph 244 below for more information.
57.b: These items are provided on pages 2 and 12 for the current valuation, except for covered payroll, which should be determined based on appropriate methods.
57.c: We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 19 years.
57.d: We are not aware that there are any statutorily or contractually established contribution requirements.

Paragraph 58: **Actuarially Determined Contributions**

We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 19 years.

Paragraph 244: **Transition Option**

Prior periods were not restated due to the fact that prior valuations were not rerun in accordance with GASB 75. It was determined that the time and expense necessary to rerun prior valuations and to restate prior financial statements was not justified.

APPENDIX D: DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES

EXPERIENCE GAINS AND LOSSES

				Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Experience Gains and Losses (Measurement Periods)								
Measurement Period	Experience (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2024	2025	Amounts to be Recognized in OPEB Expense after 2025	2026	2027	2028	2029	2030	Thereafter
2017-18	($85,492)	10.2	($58,674)	($8,382)	($18,436)	($8,382)	($8,382)	($1,672)			
2018-19	($14,483,694)	8.4	($10,345,500)	($1,724,250)	($2,413,944)	($1,724,250)	($689,694)				
2019-20	$28,855	8.4	$17,180	$3,436	$8,239	$3,436	$3,436	$1,367			
2020-21	$22,613,807	10	$9,045,524	$2,261,381	$11,306,902	$2,261,381	$2,261,381	$2,261,381	$2,261,381	$2,261,378	
2021-22	$94,252	10	$28,278	$9,426	$56,548	$9,426	$9,426	$9,426	$9,426	$9,426	$9,418
2022-23	($23,566,124)	9.5	($4,961,290)	($2,480,645)	($16,124,189)	($2,480,645)	($2,480,645)	($2,480,645)	($2,480,645)	($2,480,645)	($3,720,964)
2023-24	($237,990)	9.5	($25,052)	($25,052)	($187,886)	($25,052)	($25,052)	($25,052)	($25,052)	($25,052)	($62,626)
2024-25	$1,717,543	10.9	$0	$157,573	$1,559,970	$157,573	$157,573	$157,573	$157,573	$157,573	$772,105
Net Increase (Decrease) in OPEB Expense			**($6,299,534)**	**($1,806,513)**	**($5,812,796)**	**($1,806,513)**	**($771,957)**	**($77,622)**	**($77,317)**	**($77,320)**	**($3,002,067)**

CHANGES OF ASSUMPTIONS

Measurement Period	Changes of Assumptions	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2024	Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Changes of Assumptions (Measurement Periods) 2025	Amounts to be Recognized in OPEB Expense after 2025	2026	2027	2028	2029	2030	Thereafter
2017-18	($2,267,105)	10.2	($1,555,862)	($222,266)	($488,977)	($222,266)	($222,266)	($44,445)			
2018-19	$1,654,667	8.4	$1,181,910	$196,985	$275,772	$196,985	$78,787				
2019-20	$8,408,860	8.4	$5,005,275	$1,001,055	$2,402,530	$1,001,055	$1,001,055	$400,420			
2020-21	$346,578	10	$138,632	$34,658	$173,288	$34,658	$34,658	$34,658	$34,658	$34,656	
2021-22	($13,512,255)	10	($4,053,678)	($1,351,226)	($8,107,351)	($1,351,226)	($1,351,226)	($1,351,226)	($1,351,226)	($1,351,226)	($1,351,221)
2022-23	($912,140)	9.5	($192,030)	($96,015)	($624,095)	($96,015)	($96,015)	($96,015)	($96,015)	($96,015)	($144,020)
2023-24	($2,290,578)	9.5	($241,114)	($241,114)	($1,808,350)	($241,114)	($241,114)	($241,114)	($241,114)	($241,114)	($602,780)
2024-25	($8,936,744)	10.9	$0	($819,885)	($8,116,859)	($819,885)	($819,885)	($819,885)	($819,885)	($819,885)	($4,017,434)
Net Increase (Decrease) in OPEB Expense			**$283,133**	**($1,497,808)**	**($16,294,042)**	**($1,497,808)**	**($1,616,006)**	**($2,117,607)**	**($2,473,582)**	**($2,473,584)**	**($6,115,455)**

INVESTMENT GAINS AND LOSSES

			Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Investment Gains and Losses (Measurement Periods)								
Measurement Period	Investment (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2024	2025	Amounts to be Recognized in OPEB Expense after 2025	2026	2027	2028	2029	2030	Thereafter
2019-20	$136,985	5	$136,985	$0	$0						
2020-21	$121,864	5	$97,492	$24,372	$0						
2021-22	$129,356	5	$77,616	$25,872	$25,868	$25,868					
2022-23	$127,893	5	$51,158	$25,579	$51,156	$25,579	$25,577				
2023-24	$90,471	5	$18,095	$18,095	$54,281	$18,095	$18,095	$18,091			
2024-25	($105,661)	5	$0	($21,133)	($84,528)	($21,133)	($21,133)	($21,133)	($21,129)		
Net Increase (Decrease) in OPEB Expense			**$381,346**	**$72,785**	**$46,777**	**$48,409**	**$22,539**	**($3,042)**	**($21,129)**	**$0**	**$0**

APPENDIX E: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a *non*-actuary understand concepts related to retiree health valuations. Therefore, the definitions may not be actuarially accurate.

Actuarial Cost Method:	A mathematical model for allocating OPEB costs by year of service. The only actuarial cost method allowed under GASB 74/75 is the entry age actuarial cost method.
Actuarial Present Value of Projected Benefit Payments:	The projected amount of all OPEB benefits to be paid to current and future retirees discounted back to the valuation or measurement date.
Deferred Inflows/Outflows of Resources:	A portion of certain items that can be deferred to future periods or that weren't reflected in the valuation. The former includes investment gains/losses, actuarial gains/losses, and gains/losses due to changes in actuarial assumptions or methods. The latter includes contributions made to a trust subsequent to the measurement date but before the statement date.
Discount Rate:	Assumed investment return net of all investment expenses. Generally, a higher assumed interest rate leads to lower service costs and total OPEB liability.
Fiduciary Net Position:	Net assets (liability) of a qualifying OPEB "plan" (i.e. qualifying irrevocable trust or equivalent arrangement).
Implicit Rate Subsidy:	The estimated amount by which retiree rates are understated in situations where, for rating purposes, retirees are combined with active employees and the employer is expected, in the long run, to pay the underlying cost of retiree benefits.
Measurement Date:	The date at which assets and liabilities are determined in order to estimate TOL and NOL.
Mortality Rate:	Assumed proportion of people who die each year. Mortality rates always vary by age and often by sex. A mortality table should always be selected that is based on a similar "population" to the one being studied.
Net OPEB Liability (NOL):	The Total OPEB Liability minus the Fiduciary Net Position.
OPEB Benefits:	Other Post Employment Benefits. Generally, medical, dental, prescription drug, life, long-term care or other postemployment benefits that are not pension benefits.
OPEB Expense:	This is the amount employers must recognize as an expense each year. The annual OPEB expense is equal to the Service Cost plus interest on the Total OPEB Liability (TOL) plus change in TOL due to plan changes minus projected investment income; all adjusted to reflect deferred inflows and outflows of resources.
Participation Rate:	The proportion of retirees who elect to receive retiree benefits. A lower participation rate results in lower service cost and a TOL. The participation rate often is related to retiree contributions.

Pay As You Go Cost:	The projected benefit payments to retirees in a given year as estimated by the actuarial valuation. Actual benefit payments are likely to differ from these estimated amounts. For OPEB plans that do not pre-fund through an irrevocable trust, the Pay As You Go Cost serves as an estimated amount to budget for annual OPEB payments.
Retirement Rate:	The proportion of active employees who retire each year. Retirement rates are usually based on age and/or length of service. (Retirement rates can be used in conjunction with the service requirement to reflect both age and length of service). The more likely employees are to retire early, the higher service costs and actuarial accrued liability will be.
Service Cost:	The annual dollar value of the "earned" portion of retiree health benefits if retiree health benefits are to be fully accrued at retirement.
Service Requirement:	The proportion of retiree benefits payable under the OPEB plan, based on length of service and, sometimes, age. A shorter service requirement increases service costs and TOL.
Total OPEB Liability (TOL):	The amount of the actuarial present value of projected benefit payments attributable to participants' past service based on the actuarial cost method used.
Trend Rate:	The rate at which the employer's share of the cost of retiree benefits is expected to increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher service costs and TOL.
Turnover Rate:	The rate at which employees cease employment due to reasons other than death, disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce service costs and TOL.
Valuation Date:	The date as of which the OPEB obligation is determined by means of an actuarial valuation. Under GASB 74 and 75, the valuation date does not have to coincide with the statement date, but can't be more than 30 months prior.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll **Date of Meeting:** November 05, 2025

Agenda Section: Section D: Action Items

Approval of Speech Language Pathologist Permit Waiver for Nayra Perez to serve as a Speech Therapist at Kamala School for the 2025/2026 School Year (Carroll/Cordes)

The District is recommending that the Board of Trustees approve this action item for a Speech Language Pathologist Permit Waiver, for Nayra Perez, to serve as a Speech Therapist at Kamala School for the 2025/2026 school year until the employee completes a program.

FISCAL IMPACT:
N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Speech Language Pathologist Permit Waiver, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** November 05, 2025

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (DeGenna)

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

- May 21, 2025 Regular Board Meeting

FISCAL IMPACT:
N/A

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

ADDITIONAL MATERIALS:

Attached: Minutes May 21, 2025 Regular Board Meeting (21 pages)

OXNARD SCHOOL DISTRICT

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

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Business & Fiscal Services
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Assistant Superintendent,
Educational Services
Scott Carroll, Ed.D.
Assistant Superintendent,
Human Resources

MINUTES
REGULAR BOARD MEETING
Wednesday, May 21, 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.

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

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (5:00 PM)
President Robles-Solis called the meeting to order at 5:04 p.m.

Present: Trustees Veronica Robles-Solis, Brian Melanephy, Cynthia Salas, Rose Gonzales, and Monica Madrigal Lopez. 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
Jason Torres, 3rd grade student in Ms. Cano's class at Harrington School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement
Michelle Mendoza, 4th grade student in Ms. Muro's class at Harrington School, read the district's Mission and Vision Statement in English. Juanpablo Guerrero, 5th grade student in Ms. Mechling's class at Harrington School, read the district's Mission and Vision Statement in Spanish.

A.4. Presentation by Harrington School
Rosaura Castellanos, Principal, Harrington School, provided a presentation about Harrington.

A.5. Adoption of Agenda (Superintendent)
The agenda was adopted with the following amendments:

- Item C.18 – Approval of Agreement #25-28 – R.M. Pyles Boys Camp (Fox/Nocero) *moved from Consent to Action at the Board's request*
- Item C.24 – Approval of Agreement #25-24 – Recovery Starts Now (Fox/Nocero) *moved from Consent to Action at the Board's request*
- Item C.25 – Approval of Agreement #25-35 – CJ Seto Support Services, LLC (Carroll/ Magaña) *moved from Consent to Action at the Board's request*
- Item C.27 – Approval of Agreement #25-39 – The Baldwin Group West, LLC (Carroll/ Magaña) *moved from Consent to Action at the Board's request*

Motion #25-79 Adoption of Agenda as Amended
Mover: Brian Melanephy
Seconder: Cynthia Salas
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 Laura Pigeon - 2025 Outstanding Mathematics Educator (DeGenna)

The Board of Trustees recognized Laura Pigeon, 5th grade teacher at Marshall School, as the Ventura County Mathematics Council's 2025 Outstanding Mathematics Educator.

A.7. Recognition of 1st Place Student Winners of the Oxnard School District First Annual Math Mindset Competition (Fox/Haber)

The Board of Trustees recognized the first-place student winners of the Oxnard School District's First Annual Math Mindset Competition held at Frank Academy on March 13, 2025, and the winners of the Ventura County Math Challenge.

Team First Place: **Jakobe Juarez,** 4th Grade, Curren

Team First Place: **Joshua Lopez**, 4th Grade, Curren

Team First Place: **Francisco Moreno**, 4th Grade, Curren

Team First Place: **Joseph Bello**, 4th Grade, Curren

Team First Place, **Adrian Jaymes Tapnio**, 5th Grade, Marshall

Team First Place, **Alyanna Davis**, 5th Grade, Marshall

Team First Place, **Caleb Cayabyab**, 5th Grade, Marshall

Team First Place, **Lino Gaxiola**, 5th Grade, Marshall

Individual- First Place: **Jakob Juarez**, 4th Grade, Curren

Individual- First Place: **Adrian Jaymes Tapnio**, 5th Grade, Marshall

Individual- First Place: **Caleb Cayabyab**, 5th Grade, Marshall

Ventura County Math Challenge- Sixth Place Winners:

Jakobe Juarez, 4th Grade, Curren

Joseph Bello, 4th Grade, Curren

A.8. Recognition of Indian Education Students of the Year (DeGenna)

The Board of Trustees recognized the Elementary Level Indian Education Students of the Year:

- Isaac Zamora, Grade 6, Lopez Academy
- Roman Chacon, Grade 2, Soria School

A.9. Recognition of the Oxnard School District Representative and Winners of the Ventura County/SAGE English Spelling Bee, the OSD Spelling Bee, and the 8th Annual Ventura County Spanish Spelling Bee (Fox/Flores-Beck)

The Board of Trustees recognized the school site representative and winners of the VCOE/SAGE English Spelling Bee, the Oxnard School District Spelling Bee, and the 8th Annual Ventura County Spanish Spelling Bee hosted by the Rio School District.

Ventura County/SAGE English Spelling Bee (District Representative):
Didier Gregorio, 8th Grade, Fremont

Oxnard School District Spelling Bee:
First Place: Sophia Caguioa, 5th Grade, Brekke
Second Place: Jose Sastres, 5th Grade, Chavez
Third Place: Zander Leek, 4th Grade, Ritchen

8th Annual Ventura County Spanish Spelling Bee (District Winners):
Sofia Guerrero, 5th Grade, Cesar Chavez
Josselin Rodriguez Rodriguez, 5th Grade, Curren
Anthony Gonzalez, 4th Grade, Driffill
George Cerriteño, 4th Grade, Elm
Adriana Velasco, 6th Grade, Kamala
Brandon Cortes, 5th Grade, Lemonwood
Alan Rodriguez-Betancourt, 4th Grade, Ramona

8th Annual Ventura County Spanish Spelling Bee (Third Place County Winner):
Anthony Gonzalez, 4th Grade, Driffill

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

There were no comments.

A.11. Closed Session

The Board convened to closed session at 5:44 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

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

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
- Public Employee(s) Discipline/Dismissal/Release
- Public Employee Evaluation
  - Superintendent
- Public Employee Appointment
  - Director, Teaching & Learning
  - Assistant Superintendent, Business & Fiscal Services

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

The Board reconvened to open session at 7:07 p.m.

A.13. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #25-80 Appointment of Bertha Anguiano as Director, Teaching & Learning
Mover: Monica Madrigal Lopez
Seconder: Brian Melanephy
Moved To: Appoint
Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas
Motion Result: Passed

Motion #25-81 Appointment of Kristen Pifko as Assistant Superintendent, Business & Fiscal Services
Mover: Brian Melanephy
Seconder: Veronica Robles-Solis
Moved To: Appoint
Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas
Motion Result: Passed

A.14. Adoption of Resolution #24-21 in Recognition of "Classified School Employee Week 2025" (DeGenna)

The Board of Trustees adopted Resolution #24-21 in Recognition of "Classified School Employee Week 2025".

Motion #25-82 Adoption of Resolution #24-21 in Recognition of "Classified School Employee Week 2025"
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

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 #25-83 Approval of Consent Agenda as Amended
Mover: Brian Melanephy
Seconder: 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

C.1. Personnel Actions (Carroll/Fuentes)

As presented.

C.2. Setting of Date for Public Hearing- Oxnard School District 2025-2026 Local Control Accountability Plan (Fox)

The Board of Trustees set the date of Wednesday, June 4, 2025, for a public hearing on the Oxnard School District 2025-2026 Local Control Accountability Plan (LCAP).

C.3. Ratification of Change Order #001 to Agreement #23-237 with Edwards Construction Group for Lease Lease-Back Services for the Marina West Elementary School PS/TK/K Project (Hubbard/CFW)

For the Marina West Elementary School PS/TK/K project, to provide required Asbestos Abatement of Building 13 prior to demolition, in the amount of $28,390.90, to be paid out of Master Construct and Implementation Funds.

C.4. Acceptance of Disclosure of Collective Bargaining Agreement with CSEA (Núñez)

For a 2% on-schedule, ongoing salary increase effective retroactively to July 1, 2024, a new longevity step added for employees beginning their 30th year of service with the District effective July 1, 2025, a permanent increase of $545.00 to the District health and welfare cap effective July 1, 2025, and a temporary increase of $1,829.00 to be added to the District cap for health and welfare benefits, in the amounts of $1,107,499.00 for Fiscal Year 2024-2025 and $1,205,992.00 for Fiscal Year 2025-2026, to be paid from the General Fund.

C.5. Setting of Date for Public Hearing – Oxnard School District 2025-2026 Proposed Budget (Núñez)

The Board of Trustees set the date of Wednesday, June 4, 2025, for a public hearing on the Oxnard School District 2025-2026 Proposed Budget.

C.6. Request for Approval of Out-of-State Conference Attendance (Núñez/Corona)

For Kimberly Andersen, Child Nutrition Operations Specialist, to attend the School Nutrition Association's 2025 Annual National Conference, July 13-15, 2025, in San Antonio, Texas, in the amount not to exceed $2,400.00, to be paid out of Child Nutrition Funds.

C.7. Selection of Vendors for Child Nutrition Program (Núñez/Corona)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.8. Approval of Agreement #24-227, Miranda Insights LLC. (Fox)

To provide support in data-informed decision-making in the areas of Advanced Analytics, Data Infrastructure, Research & Evaluation, Reporting & Visualization, Dedicated Support, and Secure Access, June 2, 2025 through June 30, 2026, in the amount not to exceed $40,000.00, to be paid from LCFF Funds.

C.9. Approval of Agreement #24-228 – Total Compensation Systems, Inc. (Nuñez)

To provide annual actuarial services in compliance with the Governmental Accounting Standards Board 75 (GASB 75) requirements, May 22, 2025 through December 31, 2026, in the amount not to exceed $19,200.00, to be paid out of the General Fund.

C.10. Approval of Agreement #24-229, California State University San Bernardino (Carroll)
To provide the University's student(s) a learning experience centered on student development, May 22, 2025 through June 30, 2028, at no cost to Oxnard School District.

C.11. Approval of Agreement #25-07 – Percussive Storytelling (Fox/Shea)
To provide engaging workshops as part of the Expanded Learning Opportunities Programs at K-5 schools throughout the 2025-2026 school year, led by Grammy Award-winning artist Dr. Cory Hills, students will create original stories, set them to music, and perform them for their classmates, July 1, 2025 through June 30, 2026, in the amount of $156,000.00, to be paid out of Expanded Learning Opportunities Program Funds.

C.12. Approval of Agreement No. 25-17 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to James Foster School (Núñez/Corona)
For breakfast and lunch meals for VCOE's program at Foster School for the 2025-26 fiscal year, at no cost to Oxnard School District - costs to be covered by revenue generated by the reimbursement from the Community Eligibility Provision.

C.13. Approval of Agreement No. 25-18 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to Dwire School (Núñez/Corona)
For supplying breakfast and lunch meals for their program at Dwire School for the 2025-26 fiscal year, at no cost to Oxnard School District - revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.14. Approval of Agreement No. 25-19 with Community Action Partnership of San Luis Obispo (CAPSLO) for Supplying Snacks to CAPSLO Preschool Students at Harrington School (Núñez/Corona)
For supplying breakfast, lunch, and snacks to their preschool program at Harrington School for the 2025-26 school year, at no cost to Oxnard School District -CAPSLO will reimburse the District for the cost of the meals and snacks provided.

C.15. Approval of Agreement No. 25-20 with Child Development Resources of Ventura County, Inc. (CDR) for Supplying Breakfast and Lunch Meals to Head Start Preschool Students at Sierra Linda and Harrington Schools (Núñez/Corona)
For supplying breakfast and lunch meals to their Head Start/State Preschool programs at Sierra Linda and Harrington Schools during the 2025-26 school year, at no cost to Oxnard School District - revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.16. Approval of Agreement #25-25 – Marisa Miller DBA After School Publishing (Fox/Shea)
To provide curriculum development and professional development services for the Oxnard Scholars program, July 1, 2025 through June 30, 2026, in the amount not to exceed $74,210.00, to be paid out of Expanded Learning Opportunities Program Funds.

C.17. Approval of Agreement #25-26 - Action Preparedness Training (Fox/Shea)
To provide CPR/AED training and First Aid training to Enrichment & Specialized Programs staff on an as-needed basis, July 1, 2025 through June 30, 2026, in the amount not to exceed $3,500.00, to be paid out of Expanded Learning Opportunities Program Funds.

C.18. Approval of Agreement #25-28 – R.M. Pyles Boys Camp (Fox/Nocero)
Item moved from Consent to Action at the Board's request.

C.19. Approval of Agreement #25-29 – Envision Consulting Group, Inc. (Fox/Nocero)
To assist with the yearly update and Spanish translation of the Annual Parent Rights Notification Handbook, July 1, 2025 through June 30, 2028, in the amount not to exceed $9,300.00 for the three-year term ($3,100.00/annually), to be paid out of the General Fund.

C.20. Approval of Agreement #25-30 - Action Preparedness Training (Fox/Nocero)
To provide CPR/AED and First Aid training sessions for school office personnel district wide, July 1, 2025 through June 30, 2026, in the amount not to exceed $7,000.00, to be paid out of the General Fund.

C.21. Approval of Agreement #25-31 – Mindset Academy by SWEAT III (Fox/Perez)
To provide group workshops centered on Social-Emotional Learning (SEL) and Positive Behavioral Interventions and Supports (PBIS) for Rose Avenue School ELAC parents, August 26, 2025, October 21, 2025, January 12, 2026, and March 10, 2026, in the amount not to exceed $12,200.00, to be paid out of LCFF Funds.

C.22. Approval of Agreement #25-32, American Language Services (Fox/Ruvalcaba)
To provide Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco for parent conferences and other parent meetings, August 1, 2025 through July 31, 2026, in the amount not to exceed $30,000.00, to be paid out of Title 1 Funds.

C.23. Approval of Agreement #25-33 – Safe & Civil Schools (Fox/Nocero)
To provide administrators, teachers, and staff with foundational training aimed at establishing and strengthening Tier 1 systems that foster a positive school climate, enhance campus safety, reduce disciplinary referrals, and improve student attendance, July 1, 2025 through June 30, 2026, in the amount not to exceed $110,000.00, to be paid out of LCFF Funds.

C.24. Approval of Agreement #25-34 – Recovery Starts Now (Fox/Nocero)
Item moved from Consent to Action at the Board's request.

C.25. Approval of Agreement #25-35 – CJ Seto Support Services, LLC. (Carroll/Magaña)
Item moved from Consent to Action at the Board's request.

C.26. Approval of Agreement #25-36, Ventura County Office of Education - Migrant Education Program (Fox/Ruvalcaba)

For VCOE to reimburse Oxnard School District in the amount not to exceed $18,000.00 for all supplementary services provided to eligible migrant students and/or their eligible parents or guardians, July 1, 2025 through June 30, 2026, as previously agreed upon and approved by VCOE Region 17.

C.27. Approval of Agreement #25-39 – The Baldwin Group West, LLC. (Carroll/Magaña)
Item moved from Consent to Action at the Board's request.

C.28. Approval of Agreement #25-46 – Every Special Child, LLC (DeGenna/Jefferson)
To provide temporary services in the areas of Paraprofessionals, Speech Language Pathologist/Speech Language Pathologist Assistant, Special Education Teacher, School Psychologist, and Occupational Therapist for students in the Oxnard School District in alignment with each student's Individualized Education Program, July 1, 2025 through June 30, 2026, in the amount not to exceed $140,000.00, to be paid out of Special Education Funds.

C.29. Approval of Agreement #25-47 – Aequor Healthcare Services LLC. (DeGenna/Jefferson)
To provide a deaf and hard-of-hearing teacher to the Special Education Department, July 1, 2025 through June 30, 2026, in the amount not to exceed $200,000.00, to be paid out of Special Education Funds.

Section C: RATIFICATION OF AGREEMENTS

C.30. Ratification of Amendment #004 to Agreement #21-140 with KENCO Construction Services, Inc. to Provide Additional Inspector of Record (IOR) Services for the Rose Avenue Elementary School Reconstruction (Hubbard/CFW)
To provide additional Inspector of Record (IOR) Services for the Rose Avenue Elementary School Reconstruction Project, April 1, 2025 through March 30, 2026, in the amount of $221,760.00, to be paid out of Master Construct and Implementation Funds.

C.31. Ratification of Amendment #001 to Agreement #23-160 with Flewelling & Moody Architects for Architectural Services for the Marina West Elementary School PS/TK/K Project (Hubbard/CFW)
For additional Architectural Services for the project related to additional structural calculations for the new trash enclosure and electrical equipment pad, February 15, 2025-June 30, 2026, in the amount of $3,840.00, to be paid out of Master Construct and Implementation Funds.

C.32. Ratification of Agreement #25-45 with Universal Engineering Services to Provide Laboratory of Record Services for the Marina West Elementary School ECDC Project (Hubbard/CFW)
To provide Laboratory of Record services for the Marina West Elementary School ECDC Project, April 15, 2025 through June 30, 2026, in the amount of $84,045.00, to be paid out of Master Construct and Implementation Funds.

Section D: ACTION ITEMS

D.1. Authorization and Approval of the 2025/2026 Annual Teacher Assignment Report, Pursuant to Education Codes 44256 (b) and 44258.2 (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's authorization and approval of the 2025-26 Annual Teacher Assignment Report, Pursuant to Education Codes 44256 (b) and 44258.2, as listed.

Name	***Subject***
Nathan Ash	Music
Tara Austin-Scott	Art
Joel Doswell	Music

Motion #25-84 Authorization and Approval of the 2025/2026 Annual Teacher Assignment Report, Pursuant to Education Codes 44256 (b) and 44258.2
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.2. Authorization and Approval for Speech-Language Pathologist License Holders to Provide Services to Students for the 2024-25 and 2025-26 School Years, Pursuant to Education Code Section 44831 (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's authorization and approval of Speech-Language Pathologist License Holders to Provide Services to Students for the 2024-25 and 2025-26 school years, pursuant to Education Code Section 44831, as listed.

2024-25	
License Holder	**License**
Karmin Ramirez	Speech Language Pathologist
2025-26	
License Holder	**License**
Brenda Aparicio	Speech Language Pathologist
Mikala Bowen	Speech Language Pathologist
Emily Carlson	Speech Language Pathologist
Alexander Ford	Speech Language Pathologist
Cinthya Lewis	Speech Language Pathologist
Shannon Moua	Speech Language Pathologist
David Olson	Speech Language Pathologist
Lyndy Raley	Speech Language Pathologist
Karmin Ramirez	Speech Language Pathologist
Jennifer Robinson	Speech Language Pathologist

Coral Spencer	Speech Language Pathologist
Kimberly Washington	Speech Language Pathologist

Motion #25-85 Authorization and Approval for Speech-Language Pathologist License Holders to Provide Services to Students for the 2024-25 and 2025-26 School Years, Pursuant to Education Code Section 44831
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 an Administrative Service Credential Variable Term Waiver for Jordan Rouss to Serve as Assistant Principal for the 2025-2026 School Year (Carroll/Cordes)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's approval of an Administrative Service Credential Variable Term Waiver for Jordan Rouss to Serve as Assistant Principal for the 2025-2026 School Year, as presented.

Motion #25-86 Approval of an Administrative Service Credential Variable Term Waiver for Jordan Rouss to Serve as Assistant Principal for the 2025-2026 School Year 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.4. Approval of Agreement #24-220 – DeBruin Enterprises, 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 #24-220 with DeBruin Enterprises, LLC., to provide teacher training and a three-week summer program centered on a space theme, featuring visits from astronauts, hands-on STEAM activities, Astronomy Nights, and a Traveling Space Museum, designed to engage TK-8 students in space exploration and related careers, taking place at all summer school sites: Curren School, Driffill School, Fremont Academy, Kamala School, Lemonwood School, Marina West School and Ramona School, May 22, 2025 through August 1, 2025, in the amount not to exceed $620,000.00, to be paid from Expanded Learning Opportunities Program Funds.

Motion #25-87 Approval of Agreement #24-220 - DeBruin Enterprises, LLC.
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.5. Approval of Agreement #24-226: 2024-2025 Oxnard School District ("District")and California School Employees Association, Chapter 272 ("CSEA") Collective Bargaining Agreement (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's approval of Agreement #24-226: 2024-2025 District and CSEA collective bargaining agreement, for a 2% on-schedule, ongoing salary increase effective retroactively to July 1, 2024, a new longevity step added for employees beginning their 30th year of service with the District effective July 1, 2025, a permanent increase of $545.00 to the District health and welfare cap effective July 1, 2025, and a temporary increase of $1,829.00 to be added to the District cap for health and welfare benefits, in the amounts of $1,107,499.00 in Fiscal Year 2024-2025 and $1,205,992.00 in Fiscal Year 2025-2026, to be paid from the General Fund.

Motion #25-88 Approval of Agreement #24-226: 2024-2025 Oxnard School District ("District")and California School Employees Association, Chapter 272 ("CSEA") Collective Bargaining Agreement
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 Agreement #25-21, City of Oxnard Recreation and Community Services (ASES) 2025-2026 (Fox/Shea)

Dr. Ginger Shea, Director, Enrichment and Specialized Programs, and Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #25-21 with City of Oxnard Recreation and Community Services, to manage an academic and enrichment after-school program across all 20 schools in the Oxnard School District, July 1, 2025 through June 30, 2026, in the amount not to exceed $4,470,000.00, to be paid 50/50 from After School Education and Safety (ASES) Grant & Expanded Learning Opportunities Program Funds.

Motion #25-89 Approval of Agreement #25-21, City of Oxnard Recreation and Community Services (ASES) 2025-2026
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.7. Approval of Agreement #25-22 – County of Ventura, Human Services Agency (Fox/Nocero)

Dr. Jodi Nocero, Director, Pupil Services, and Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended that Board's approval of Agreement #25-22 with the County of Ventura, Human Services Agency, to provide four social workers to support the ongoing implementation of the Healthy Start Program, July 1, 2025 through June 30, 2026, in the amount not to exceed $504,340.00, to be paid out of the General Fund.

Motion #25-90 Approval of Agreement #25-22 - County of Ventura, Human Services Agency
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.8. Approval of Agreement #25-27, Salus Campus Safety Solutions (Fox/Nocero)

Dr. Jodi Nocero, Director, Pupil Services, and Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #25-27 with Salus Campus Safety Solutions, to provide professional development, training, and informational sessions on school safety to all Oxnard School District campuses, July 1, 2025 through June 30, 2026, in the amount not to exceed $90,000.00, to be paid out of Supplemental Concentration Funds.

Motion #25-91 Approval of Agreement #25-27, Salus Campus Safety Solutions
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.9. Approval of Agreement #25-40 – Sunburst Workforce Advisors, LLC (DeGenna/Jefferson)

Dr. Danielle Jefferson, Director, Special Education Services, and Dr. Ana DeGenna, Superintendent, recommended the Board's approval of Agreement #25-40 with Sunburst Workforce Advisors, LLC, to provide the Oxnard School District with supplemental Special Education staffing including, but not limited to, special education instructional aides, speech-

language pathologists, and speech-language pathology assistants, July 1, 2025 through June 30, 2026, in the amount not to exceed $5,000,000.00, to be paid out of Special Education Funds.

Motion #25-92 Approval of Agreement #25-40 - Sunburst Workforce Advisors, LLC
Mover: Cynthia Salas
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.10. Approval of Agreement #25-48 – Epic Special Education Staffing (DeGenna/Jefferson)

Dr. Danielle Jefferson, Director, Special Education, and Dr. Ana DeGenna, Superintendent, recommended the Board's approval of Agreement #25-48 with Epic Special Education Staffing, to provide supplemental staffing support for the Special Education Department in the areas of Occupational Therapists and Speech-Language Pathology Assistants, July 1, 2025 through June 30, 2026, in the amount not to exceed $600,000.00, to be paid out of Special Education Funds.

Motion #25-93 Approval of Agreement #25-48 - Epic Special Education Staffing
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.11. Approval of Agreement #25-28 – R.M. Pyles Boys Camp (Fox/Nocero)

Item moved from Consent to Action at the Board's request.

Dr. Jodi Nocero, Director, Pupil Services, and Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #25-28 with R.M. Pyles Boys Camp, to provide boys aged 12 to 14 with a residential Summer Camp Experience focused on teamwork, resilience, and personal growth as well as year-round mentorship and support to reinforce skills learned at camp, July 1, 2025 through June 30, 2026, at no cost to Oxnard School District.

Motion #25-94 Approval of Agreement #25-28 - R.M. Pyles Boys Camp
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.12. Approval of Agreement #25-34 – Recovery Starts Now (Fox/Nocero)

Item moved from Consent to Action at the Board's request.

Dr. Jodi Nocero, Director, Pupil Services, and Dr. Aracely Fox, Assistant Superintendent, Educational Services, recommended the Board's approval of Agreement #25-34 with Recovery Starts Now, to provide specialized clinicians who are trained to deliver therapeutic substance use prevention and intervention services to students in grades 6–8, August 1, 2025 through June 30, 2026, in the amount not to exceed $214,000.00, to be paid out of Learning Communities for School Success Program Grant Funds.

Motion #25-95 Approval of Agreement #25-34 - Recovery Starts Now
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.13. Approval of Agreement #25-35 – CJ Seto Support Services, LLC. (Carroll/Magaña)

Item moved from Consent to Action at the Board's request.

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's approval of Agreement #25-35 with CJ Seto Support Services, LLC, to conduct chemical inventory updates of the science labs at Frank, Fremont, and Lopez Academies and Chavez, Driffill, Lemonwood, Marshall, Curren, Soria, and Kamala K-8's, July 1, 2025 through June 30, 2026, in the amount not to Exceed $12,480.00, to be paid out of Safety Credits Funds.

Motion #25-96 Approval of Agreement #25-35 - CJ Seto Support Services, LLC
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.14. Approval of Agreement #25-39 – The Baldwin Group West, LLC. (Carroll/Magaña)

Item moved from Consent to Action at the Board's request.

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's approval of Agreement #25-39 with The Baldwin Group West, LLC, to provide comprehensive health and welfare consulting services to support the district in managing its employee benefits program and serve as the District’s Affordable Care Act (ACA) compliance consultant, July 1, 2025 through June 30, 2026, in the amount not to exceed $167,476.00, to be paid out of the General Fund.

Motion #25-97 Approval of Agreement #25-39 - The Baldwin Group West, LLC
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

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

The Board approved the minutes of the February 19, 2025 Regular Board Meeting, as amended.

Motion #25-98 Approval of Minutes - February 19, 2025 Regular Board Meeting, as amended
Mover: Rose Gonzales
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

Section F: BOARD POLICIES

F.1. Second Reading and Adoption: 4111/4211/4311 BP (Revision): Recruitment and Selection (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's approval and adoption of the Revisions to 4111/4211/4311 BP: Recruitment and Selection, as presented for Second Reading.

Motion #25-99 Adoption of Revisions to 4111/4211/4311 BP Recruitment and Selection
Mover: Cynthia Salas
Seconder: Brian Melanephy
Moved To: Adopt
Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas
Motion Result: Passed

F.2. Second Reading and Adoption – 4151/4251/4351 BP (Revisions): Employee Compensation (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's approval and adoption of the Revisions to 4151/4251/4351 BP: Employee Compensation, as presented for Second Reading

Motion #26-00 Adoption of Revisions to 4151/4251/4351 BP Employee Compensation
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

F.3. Second Reading and Adoption – 4158/4258/4358 BP & AR (Revisions): Employee Security (Carroll)

Dr. Scott Carroll, Assistant Superintendent, Human Resources, recommended the Board's approval and adoption of the Revisions to 4158/4258/4358 BP & AR: Employee Security, as presented for Second Reading.

Motion #26-01 Adoption of Revisions to 4158/4258/4358 BP & AR Employee Security
Mover: Cynthia Salas
Seconder: Brian Melanephy
Moved To: Adopt
Ayes: 5 - Veronica Robles-Solis, Brian Melanephy, Monica Madrigal Lopez, Rose Gonzales, Cynthia Salas
Motion Result: Passed

F.4. Second Reading and Adoption of 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 approval and adoption of the new 5145.71 Regulation and Exhibit (1): Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, as presented for Second Reading.

Motion #26-02 Adoption of New 5145.71 Regulation and Exhibit (1) Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures Mover: Cynthia Salas
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. Future Agenda Items (DeGenna)

Monica Madrigal Lopez

- Update on Talent Search - serves Lopez and Lemonwood

Cynthia Salas

- Discussion of public comments process
- Focus groups/discussions for open/anonymous feedback

Brian Melanephy

- Free opportunity to expose middle school students to stem - Dr. Ramon Flores

Rose Gonzales

- Anonymous survey of stakeholders to hear concerns or suggestions for level of support we can provide

G.2. Superintendent's Report (3 minutes)

Ana DeGenna

- Adaptive PE Basketball Game at Frank May 20
- Asian American and Pacific Islander Event at Brekke May 20
- OSD Student Profile
- OSD Year 2 Induction Culmination at Frank May 15
- Classified School Employees Appreciation Week
- ESC Employee Luncheon May 23
- OSD Creates May 29 at Oxnard College
- Happy Memorial Day

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

Monica Madrigal Lopez

- Question - can Trustees make public comments? Per legal counsel - Trustees can make comments during their Trustee comment section on items that were not agendized.

Cynthia Salas

- Thank you to President Robles-Solis for uplifting the process for public comments - would like to clarify that for future meetings
- Enjoyed the Brekke event focusing on Asian and Pacific Islander Heritage
- Month Appreciative that we have a CBO now
- Thank you for ensuring that our employees have competitive salaries as agency employees
- Importance of Board members participating in committees to serve as a Board re: areas of interest

Brian Melanephy

- Enjoyed all recognitions tonight - particularly Indian Education Students of the Year
- Mental health awareness - watch out for colleagues, family members and friends Was
- unable to attend Asian and Pacific Islander Heritage Month - stressed the contributions of the AAPI community

Rose Gonzales

- Congratulations to all award winners tonight - thank you to families for coming
- Thank you to Ms. Castellanos for her ongoing support for her Bears
- Attended Kiwanis track meet at Hueneme High School - very organized event
- Visited Percussive Storytelling project at Ramona School with Dr. Shea on May 13
- Attended Lopez/Lemonwood girls' softball game in El Rio
- Attended Asian and Pacific Islander Heritage Month event at Brekke
- Shout out to Mr. Reveles for his involvement with the students, and to the students for their hard work as well

Veronica Robles-Solis

- Afterschool programs -students are excited and love the programs we are offering
- Recognition of Dr. DeGenna for her 20 years of service - thank you for all she does for our district

G.4. ADJOURNMENT

President Robles-Solis adjourned the meeting at 9:48 p.m.

Motion to adjourn
Mover: Brian Melanephy
Seconder: Cynthia Salas
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 5th day of November, 2025, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of May 21, 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: Dr. Scott Carroll **Date of Meeting:** November 05, 2025

Agenda Section: Section F: Board Policies, First Reading

First Reading – New BP/AR 4118: Dismissal/Suspension/Disciplinary Action and Revision to BP/AR 4218: Dismissal/Suspension/Disciplinary Action (Carroll)

In response to recent legislative changes and updated guidance from the California School Boards Association (CSBA), the District has undertaken a comprehensive revision of the relevant policy and regulation. This update ensures that our governance framework remains current, legally compliant, and aligned with best practices.

As part of this process, Board Policy and Administrative Regulation 4218: Dismissal/Suspension/Disciplinary Action, which pertains to classified employees, have been revised to reflect updated legal requirements and remove outdated provisions.

In addition, Board Policy and Administrative Regulation 4118: Dismissal/Suspension/Disciplinary Action, which pertain to certificated employees, have been added to further support and clarify the District's disciplinary procedures and expectations.

Key Highlights of the Update:

- **Incorporation of New Statutory Language:** Recent changes in state law have been integrated into the policies and regulations. For ease of review, new language is indicated in **red underline**.
- **Removal of Outdated Provisions:** Superseded or obsolete language has been removed, with all deletions shown in **red strikethrough** formatting.
- **Expansion of Policy Framework:** The addition of BP/AR 4118 establishes clear procedures for certificated employees, complementing the revised BP/AR 4218 for classified employees.
- The policies and regulations will be presented for a second reading and adoption at a future board meeting.

FISCAL IMPACT:
N/A

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees review the attached policies and regulations for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: OSD BP 4118_ Dismissal_Suspension_Disciplinary Action (10 pages)

OSD AR 4118_ Dismissal_Suspension_Disciplinary Action (11 pages)
FINAL OSD BP 4218_ Dismissal_Suspension_Disciplinary Action (9 pages)
FINAL OSD AR 4218_ Dismissal_Suspension_Disciplinary Action (10 pages)

Policy 4118: Dismissal/Suspension/Disciplinary Action

Status: NEW

Original Adopted Date: 12/17/2025 | Last Revised Date: 12/17/2025 | Last Reviewed Date: 12/17/2025

The Governing Board expects all employees to perform their jobs satisfactorily, exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A certificated employee may be disciplined for conduct or performance in accordance with law, the applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary action shall be based on the particular facts and circumstances involved and the severity of the conduct or performance.

The Superintendent or designee shall ensure that disciplinary actions are appropriately documented and taken in a consistent, nondiscriminatory manner. In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for engaging in protected activities, or for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, suspension or leave without pay, or dismissal.

Suspension/Dismissal Procedures

The Superintendent shall notify the Board whenever there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933.

When the Board finds that there is cause to suspend or dismiss an employee pursuant to Education Code 44932 or 44933, it may formulate a written statement of charges specifying instances of behavior and the acts or omissions constituting the charge, the statutes and rules that the employee is alleged to have violated when applicable, and the facts relevant to each charge. The Board shall also review any duly signed and verified written statement of charges filed by any other person. (Education Code 44934, 44934.1)

Based on the written statement of charges, the Board may, upon majority vote, give notice to the employee of the Board's intention to suspend or dismiss the employee at the expiration of 30 days from the date the notice is served. (Education Code 44934, 44934.1)

Prior to serving a suspension or dismissal notice that includes a charge of unsatisfactory performance, the district shall give the employee written notice of the unsatisfactory performance that specifies the nature of the unsatisfactory performance with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unsatisfactory performance charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unsatisfactory performance shall be provided at least 90 days prior to the filing of the suspension or dismissal notice or prior to the last one-fourth of the school days in the year. (Education Code 44938)

Prior to serving a suspension or dismissal notice that includes a charge of unprofessional conduct, the district shall give the employee written notice that describes the nature of the unprofessional conduct with such specific instances of behavior and with such particularity as to furnish the employee an opportunity to correct the faults and overcome the grounds for any unprofessional conduct charges and, if applicable, that includes the evaluation made pursuant to Education Code 44660-44665. The written notice of the unprofessional conduct shall be provided at least 45 days prior to the filing of the suspension or dismissal notice. (Education Code 44938)

Except for notices that only include charges of unsatisfactory performance, the written suspension or dismissal notice may be served at any time of year. Such notice shall be served upon the employee personally if given outside of the instructional year or, if given during the instructional year, may be served personally or by registered mail to the employee's last known address. Notices with a charge of unsatisfactory performance shall be given only during the instructional year of the school site where the employee is physically employed and may be served personally or by registered mail to the employee's last known address. (Education Code 44936)

If an employee has been served notice and demands a hearing pursuant to Government Code 11505 and 11506, the Board shall either rescind its action or schedule a hearing on the matter. (Education Code 44941, 44941.1, 44943, 44944)

Pending suspension or dismissal proceedings for an employee who is charged with egregious misconduct, immoral conduct, conviction of a felony or of any crime involving moral turpitude, incompetency due to mental disability, or willful refusal to perform regular assignments without reasonable cause as prescribed by district rules and regulations, the Board may, if it deems it necessary, immediately suspend the employee from assigned duties. If the employee files a motion with the Office of Administrative Hearings for immediate reversal of the suspension based on a cause other than egregious misconduct, the Board may file a written response before or at the time of the hearing. (Education Code 44939, 44939.1)

When a suspension or dismissal hearing is to be conducted by a Commission on Professional Competence, the Board shall, no later than 45 days before the date set for the hearing, select one person with a currently valid credential to serve on the Commission. The appointee shall not be an employee of the district and shall have at least three years' experience within the past 10 years at the same grade span or assignment as the employee, as defined in Education Code 44944. (Education Code 44944)

Compulsory Leave of Absence

Upon being informed that a certificated employee has been charged with a mandatory leave of absence offense, the Superintendent or designee shall immediately place the employee on a compulsory leave of absence. (Education Code 44940, 44940.5)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 80303	Reports of change in employment status; alleged misconduct
5 CCR 80304	Notice of sexual misconduct
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 44008	Effect of termination of probation
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44242.5	Reports and review of alleged misconduct
Ed. Code 44425	Conviction of a sex or narcotic offense
Ed. Code 44660-44665	Evaluation and assessment of performance of certificated employees
Ed. Code 44830.1	Criminal record summary; certificated employees
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44930-44988	Resignations, dismissals and leaves of absence
Ed. Code 45055	Drawing of warrants for teachers
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 51530	Advocacy or teaching of communism
Gov. Code 1028	Advocacy of communism

Gov. Code 11505-11506	Hearing
Gov. Code 12954	Employment discrimination; cannabis use
Gov. Code 3543.2	Scope of representation
H&S Code 11054	Schedule I; substances included
H&S Code 11055	Schedule II; substances included
H&S Code 11056	Schedule III; substances included
H&S Code 11357-11361	Marijuana
H&S Code 11363	Peyote
H&S Code 11364	Opium
H&S Code 11370.1	Possession of controlled substances with a firearm
Pen. Code 11165.2-11165.6	Child abuse or neglect; definitions
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 187	Murder
Pen. Code 291	School employees arrest for sex offense
Pen. Code 667.5	Prior prison terms; enhancement of prison terms

Federal	**Description**
U.S. Constitution, First Amendment	Free exercise, free speech, and establishment clauses

Management Resources	**Description**
Commission on Teacher Credentialing Publication	California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2007
Court Decision	Visalia Unified School District v. Public Employment Relations Board (2024) 98 Cal.App.5th 844
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Crowl v. Commission on Professional Competence (1990) 225 Cal. App. 3d 334
Court Decision	Morrison v. State Board of Education (1969) 1 Cal.3d 214
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
Website	Office of the Attorney General
Website	Office of Administrative Hearings

Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services
Website	Commission on Teacher Credentialing
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
3230	Federal Grant Funds
3230	Federal Grant Funds
3512	Equipment
3512	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3516.2	Bomb Threats
4000	Concepts And Roles
4020	Drug And Alcohol-Free Workplace

4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040	Employee Use Of Technology
4112	Appointment And Conditions Of Employment
4112.1	Contracts
4112.4	Health Examinations
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5	Criminal Record Check
4112.6	Personnel Files
4112.9	Employee Notifications
4112.9	Employee Notifications
4113.5	Working Remotely
4114	Transfers
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4117.7	Employment Status Reports
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.25	Political Activities Of Employees

4119.25	Political Activities Of Employees
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4131.1	Teacher Support And Guidance
4131.1	Teacher Support And Guidance
4136	Nonschool Employment
4141	Collective Bargaining Agreement
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4212.4	Health Examinations
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5	Criminal Record Check
4212.6	Personnel Files
4212.9	Employee Notifications
4212.9	Employee Notifications
4213.5	Working Remotely
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment

4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21	Professional Standards
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241	Collective Bargaining Agreement
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4258	Employee Security
4258	Employee Security
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4312.4	Health Examinations
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5	Criminal Record Check
4312.6	Personnel Files

4312.9	Employee Notifications
4312.9	Employee Notifications
4313.5	Working Remotely
4317.7	Employment Status Reports
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21	Professional Standards
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4358	Employee Security
4358	Employee Security
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)

5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition
6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321	Closed Session
9321	Closed Session

Regulation 4118: Dismissal/Suspension/Disciplinary Action

Status: NEW

Original Adopted Date: 12/17/2025 | Last Revised Date: 12/17/2025| Last Reviewed Date: 12/17/2025

Causes for Suspension or Dismissal

A certificated employee with permanent status may be suspended without pay or dismissed only for one or more of the following causes: (Education Code 44932)

1. Immoral conduct including, but not limited to, egregious misconduct that is the basis for a sex offense or controlled substance offense described in Education Code 44010 or 44011 or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Unprofessional conduct
3. Commission, aiding, or advocating the commission of acts of criminal syndicalism
4. Dishonesty
5. Unsatisfactory performance
6. Evident unfitness for service
7. Physical or mental condition unfitting the employee to instruct or associate with children
8. Persistent violation of or refusal to obey the school laws or reasonable regulations of the state or district
9. Conviction of a felony or of any crime involving moral turpitude
10. Violation of Education Code 51530 or Government Code 1028 prohibiting the advocacy or teaching of communism
11. Alcoholism or other drug abuse that makes the employee unfit to instruct or associate with children

An employee may be suspended or dismissed on grounds of unprofessional conduct consisting of acts or omissions not listed above if the charge specifies instances of behavior deemed to constitute unprofessional conduct. (Education Code 44933)

Suspension/Dismissal of Permanent Employees

When a permanent certificated employee is charged with one or more of the offenses specified in the section "Causes for Suspension or Dismissal" above, the following procedures shall apply:

1. The person preparing a written statement of charges that there is cause to suspend or dismiss an employee shall submit the signed statement to the Governing Board, or a written statement of charges shall be formulated by the Board that cause to suspend or dismiss the permanent employee exists. (Education Code 44934, 44934.1)

2. The employee, upon receiving notice of the Board's intent to suspend or dismiss, may request a hearing on the matter. The hearing shall be conducted by the Commission on Professional Competence, except that any case involving only egregious misconduct shall be heard instead by an administrative law judge and, in any other case, the hearing may be conducted by an administrative law judge when both the district and the employee so stipulate. (Education Code 44943, 44944, 44944.05, 44944.1, 44944.3)

3. Except when the employee is charged solely with egregious misconduct, the district may amend the charges less than 90 days before the hearing only upon showing of good cause and upon approval of the administrative law judge. (Education Code 44934)

4. The employee shall be suspended or dismissed when the Commission on Professional Competence or administrative law judge has issued its decision upholding suspension or dismissal or, if the employee did not request a hearing, at the expiration of 30 days after service of the notice of intent to suspend or dismiss. (Education Code 44941, 44943, 44944)

The Superintendent or designee shall notify the Commission on Teacher Credentialing when the employment status of a certificated employee has been changed as a result of alleged misconduct or while an allegation of misconduct is pending. (Education Code 44030.5, 44242.5, 44940; 5 CCR 80303)

Suspension/Dismissal of Probationary Employees

The district may choose not to rehire probationary employees for the following school year without giving a statement of reasons if proper notice is provided by March 15 of the employee's second, complete, consecutive year of employment. (Education Code 44929.21, 44929.23)

During the school year, a probationary employee who is in the first or second year of service may be dismissed only for one or more of the causes listed in Items #1-11 in the section "Causes for Suspension or Dismissal" above or for unsatisfactory performance determined pursuant to Education Code 44660-44665. (Education Code 44948.2, 44948.3)

Whenever a first- or second-year probationary employee is so charged, the following procedures shall apply for dismissing the employee during the school year: (Education Code 44948.3)

1. The Superintendent or designee shall give 30 days' prior written notice of dismissal, not later than March 15 in the case of second-year probationary employees. The notice shall include a statement of the reasons for the dismissal, notice of the opportunity to appeal, and, if the cause is unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code 44664.

2. Upon receipt of the notice of dismissal, the employee may be dismissed if no request for a hearing is submitted to the Board within 15 days.

3. If a hearing is requested, the district may arrange for the appointment of an administrative law judge to conduct the hearing and to recommend a decision to the Board.

A probationary employee may be suspended without pay for a specified period of time as an alternative to dismissal. (Education Code 44948.3)

Compulsory Leave of Absence

Upon being informed that a certificated employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44830.1, 44940)

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187, prohibiting murder or attempted murder
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a certificated employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1, except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinol. (Education Code 44940)

If an employee is charged with an offense that falls into both the mandatory and optional leave of absence definitions, the offense shall be treated as a mandatory leave of absence offense. (Education Code 44940)

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless a hearing is demanded. (Education Code 44940, 44940.5)

During the period of compulsory leave, the employee shall be compensated in accordance with Education Code 44940.5.

Upon receipt of telephone or electronic notification from the Department of Justice that a current temporary, substitute, or probationary employee serving before March 15 of the second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place the employee on leave without pay. Upon receipt of electronic notification of the conviction from the Department of Justice, such employee shall be automatically terminated and without regard to any other termination procedure. (Education Code 44830.1)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 80303	Reports of change in employment status; alleged misconduct
5 CCR 80304	Notice of sexual misconduct
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 44008	Effect of termination of probation
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44242.5	Reports and review of alleged misconduct
Ed. Code 44425	Conviction of a sex or narcotic offense
Ed. Code 44660-44665	Evaluation and assessment of performance of certificated employees
Ed. Code 44830.1	Criminal record summary; certificated employees
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44930-44988	Resignations, dismissals and leaves of absence
Ed. Code 45055	Drawing of warrants for teachers
Ed. Code 48907	Exercise of free expression; time, place and manner rules and regulations
Ed. Code 48950	Speech and other communication
Ed. Code 51530	Advocacy or teaching of communism
Gov. Code 1028	Advocacy of communism
Gov. Code 11505-11506	Hearing
Gov. Code 12954	Employment discrimination; cannabis use
Gov. Code 3543.2	Scope of representation
H&S Code 11054	Schedule I; substances included
H&S Code 11055	Schedule II; substances included

H&S Code 11056	Schedule III; substances included
H&S Code 11357-11361	Marijuana
H&S Code 11363	Peyote
H&S Code 11364	Opium
H&S Code 11370.1	Possession of controlled substances with a firearm
Pen. Code 11165.2-11165.6	Child abuse or neglect; definitions
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 187	Murder
Pen. Code 291	School employees arrest for sex offense
Pen. Code 667.5	Prior prison terms; enhancement of prison terms

Federal	**Description**
U.S. Constitution, First Amendment	Free exercise, free speech, and establishment clauses

Management Resources	**Description**
Commission on Teacher Credentialing Publication	California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2007
Court Decision	Visalia Unified School District v. Public Employment Relations Board (2024) 98 Cal.App.5th 844
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	Crowl v. Commission on Professional Competence (1990) 225 Cal. App. 3d 334
Court Decision	Morrison v. State Board of Education (1969) 1 Cal.3d 214
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services
Website	Commission on Teacher Credentialing
Website	CSBA

Website	U.S. Department of Education

Cross References

Code	Description
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
3230	Federal Grant Funds
3230	Federal Grant Funds
3512	Equipment
3512	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3516.2	Bomb Threats
4000	Concepts And Roles
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040	Employee Use Of Technology
4112	Appointment And Conditions Of Employment

4112.1	Contracts
4112.4	Health Examinations
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5	Criminal Record Check
4112.6	Personnel Files
4112.9	Employee Notifications
4112.9	Employee Notifications
4113.5	Working Remotely
4114	Transfers
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4117.7	Employment Status Reports
4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4131.1	Teacher Support And Guidance
4131.1	Teacher Support And Guidance

4136	Nonschool Employment
4141	Collective Bargaining Agreement
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4212.4	Health Examinations
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5	Criminal Record Check
4212.6	Personnel Files
4212.9	Employee Notifications
4212.9	Employee Notifications
4213.5	Working Remotely
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21	Professional Standards
4219.22	Dress And Grooming

4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241	Collective Bargaining Agreement
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4258	Employee Security
4258	Employee Security
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4312.4	Health Examinations
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5	Criminal Record Check
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4312.9	Employee Notifications
4312.9	Employee Notifications
4313.5	Working Remotely
4317.7	Employment Status Reports
4319.1	Civil And Legal Rights

4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21	Professional Standards
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4336	Nonschool Employment
4354	Health And Welfare Benefits
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4357	Employee Safety
4357	Employee Safety
4358	Employee Security
4358	Employee Security
4359	Employee Assistance Programs
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4361	Leaves
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment

5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition
6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321	Closed Session
9321	Closed Session

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/01/2019 **| Last Revised Date: 12/17/2025 | Last Reviewed Date: 12/17/2025**

The Governing Board expects all employees to perform their jobs satisfactorily ~~and,~~ to exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. ~~An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.~~

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner. In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for engaging in protected activities, or for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension or leave without pay, reduction of ~~pay step in class, compulsory leave, and~~wages, or dismissal.

~~The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.~~

A probationary classified employee may be dismissed without cause ~~at any time prior to the expiration of~~anytime before the probationary period~~.~~ expires.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly review process. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter. (Education Code 45113, 45116)

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board~~.~~ or by a third-party hearing officer, in accordance with law. (Education Code 45113, 45312)

A classified employee who timely requests a hearing may only be suspended, demoted, or dismissed pending the outcome of the hearing in accordance with Education Code 45113~~,~~ and as specified in the accompanying administrative regulation.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session~~,~~ unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which ~~a~~ disciplinary action was ultimately sustained, and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable

opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

Except for an allegation of egregious misconduct in which a minor is involved, the Board may delegate the authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When a matter is heard by a third-party hearing officer, the Board shall review the determination and adopt or reject the recommended decision. (Education Code 45113)

When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. ~~(Education Code 45113~~ (Education Code 45113)

Compulsory Leave of Absence

Upon being informed that a classified employee has been charged with a mandatory leave of absence offense, the Superintendent or designee shall immediately place the employee on a compulsory leave of absence. (Education Code 44940, 44940.5, 45304)

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~~board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense

Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions; disciplinary action and cause
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45116	Notice of disciplinary action
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charged with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons
Gov. Code 12954	Employment discrimination; cannabis use
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause

Federal	**Description**
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution, First Amendment	Free exercise, free speech, and establishment clauses

Management Resources	**Description**
Court Decision	Visalia Unified School District v. Public Employment Relations Board (2024) 98 Cal.App.5th 844
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
Court Decision	CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
Website	Office of the Attorney General

Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education
Website	CSBA

Cross References

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3513.3	Tobacco-Free Schools
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3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3516.2	Bomb Threats

3542	School Bus Drivers
4000	Concepts And Roles
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040	Employee Use Of Technology
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5	Criminal Record Check
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4119.1	Civil And Legal Rights
4119.12	Title IX Sexual Harassment Complaint Procedures
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4119.21	Professional Standards
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4119.22	Dress And Grooming
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4119.24	Maintaining Appropriate Adult-Student Interactions
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4136	Nonschool Employment
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits

4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4200	Classified Personnel
4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5	Criminal Record Check
4212.6	Personnel Files
4213.5	Working Remotely
4216	Probationary/Permanent Status
4219.1	Civil And Legal Rights
4219.12	Title IX Sexual Harassment Complaint Procedures
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4219.21	Professional Standards
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4219.24	Maintaining Appropriate Adult-Student Interactions
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4219.25	Political Activities Of Employees

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4236	Nonschool Employment
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4261.11	Industrial Accident/Illness Leave
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4361	Leaves
4361	Leaves
4361.11	Industrial Accident/Illness Leave
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition
6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321	Closed Session
9321	Closed Session

Regulation 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 06/01/1994 **| Last Revised Date: 12/17/2025 | Last Reviewed Date: 12/17/2025**

Causes for Disciplinary Action

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance
12. Destruction or misuse of district property
13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position

14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law

15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job

16. Violation of Education Code 45303 or Government Code 1028 prohibiting the advocacy or teaching of communism

17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

No disciplinary action shall be taken for any cause ~~which~~that arose before the employee became permanent, nor for any cause ~~which~~that arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

Initiation and Notification of Charges

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

The Superintendent or designee shall file any final recommendation for ~~a~~ disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested, which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

Request for Board Hearing

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the

notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute ~~a~~ sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Disciplinary Hearing

A classified employee against whom a recommendation for disciplinary action has been issued may remain on active duty or may be placed on paid leave pending a hearing on the charges. The employee shall not be suspended without pay, suspended or demoted with a reduction in pay, or dismissed pending the outcome of a timely requested hearing, except as specified below. (Education Code 45113)

However, the disciplinary action may be imposed prior to the decision if the Board, or an impartial third-party hearing officer provided pursuant to a collective bargaining agreement, finds by a preponderance of the evidence that at the time discipline was imposed, the employee (1) engaged in criminal misconduct, (2) engaged in misconduct that presents a risk of harm to students, staff, or property, or (3) committed habitual violations of the district's policies or regulations. Such finding(s) must be made at the conclusion of the Skelly review process. (Education Code 45113)

In such cases where the disciplinary action is imposed prior to the decision, the employee shall be given written notice of the disciplinary action and the findings made at the conclusion of the Skelly review process. Such written notice shall be served upon the employee personally.

In addition, the district may cease paying the employee if a decision has not been rendered by an impartial third-party hearing officer, pursuant to a collective bargaining agreement, or the Board within 30 days of the date the hearing was requested. (Education Code 45113)

Compulsory Leave of Absence

Upon being informed ~~by law enforcement~~ that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes: (Education Code 44940, 45304)

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187, prohibiting murder or attempted murder
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or ~~tetrahydrocannabinols.~~tetrahydrocannabinol. (Education Code 44940, 44940.5, 45304)

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal. (Education Code 44940, 44940.5)

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~~board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
CA Constitution Article 1, Section 1	Inalienable rights
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions; disciplinary action and cause
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45116	Notice of disciplinary action
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charged with mandatory or optional leave of absence offense

Ed. Code 45304	Compulsory leave of absence for classified persons
Gov. Code 12954	Employment discrimination; cannabis use
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause

Federal	**Description**
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution, First Amendment	Free exercise, free speech, and establishment clauses

Management Resources	**Description**
Court Decision	Visalia Unified School District v. Public Employment Relations Board (2024) 98 Cal.App.5th 844
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407
Court Decision	California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
Court Decision	CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education
Website	CSBA

Cross References

Code	**Description**
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees

1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
3230	Federal Grant Funds
3230	Federal Grant Funds
3512	Equipment
3512	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3516.2	Bomb Threats
3542	School Bus Drivers
4000	Concepts And Roles
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040	Employee Use Of Technology
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5	Criminal Record Check
4112.6	Personnel Files

4113.5	Working Remotely
4119.1	Civil And Legal Rights
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.24	Maintaining Appropriate Adult-Student Interactions
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4136	Nonschool Employment
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security
4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4200	Classified Personnel
4200	Classified Personnel
4212	Appointment And Conditions Of Employment

4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5	Criminal Record Check
4212.6	Personnel Files
4213.5	Working Remotely
4216	Probationary/Permanent Status
4219.1	Civil And Legal Rights
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21	Professional Standards
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.24	Maintaining Appropriate Adult-Student Interactions
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4258	Employee Security
4258	Employee Security
4259	Employee Assistance Programs

4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5	Criminal Record Check
4312.6	Personnel Files
4313.5	Working Remotely
4319.1	Civil And Legal Rights
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21	Professional Standards
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.24	Maintaining Appropriate Adult-Student Interactions
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4358	Employee Security
4358	Employee Security
4359	Employee Assistance Programs

4361	Leaves
4361	Leaves
4361.11	Industrial Accident/Illness Leave
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition
6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321	Closed Session
9321	Closed Session

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll **Date of Meeting:** November 05, 2025

Agenda Section: Section F: Board Policies, First Reading

First Reading: New BP 4119.24/4219.24/4319.24: Maintaining Appropriate Adult–Student Interactions (Carroll)

In response to recent legislative changes and updated guidance from the California School Boards Association (CSBA), staff recommends adoption of a new Board Policy, BP 4119.24/4219.24/4319.24 – Maintaining Appropriate Adult–Student Interactions. Establishing this policy strengthens the District's governance framework by clearly defining professional boundaries, communication expectations, and reporting obligations to safeguard student well-being and support a professional educational environment.

Key highlights of the policy include:

- Incorporation of New Statutory Language: Recent changes in state law have been integrated and are clearly indicated in red underline for ease of review.
- The policy will be presented for a second reading and adoption at a future board meeting.

FISCAL IMPACT:
N/A

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review new Board Policy BP 4119.24/4219.24/4319.24 – Maintaining Appropriate Adult–Student Interactions for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: Policy 4119.24_4219.24_4319.24 Maintaining Appropriate Adult-Student Interactions (2 pages)

Policy 4119.24/4219.24/4319.24: Maintaining Appropriate Adult-Student Interactions

Status: NEW

Original Adopted Date: 12/17/2025 | **Last Reviewed Date: 12/17/2025**

The Governing Board desires to provide a positive school environment that protects the safety and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, including employees, independent contractors, and volunteers, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting. Such adults shall not engage in unlawful or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

Employees are prohibited from entering into or attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature.

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Superintendent or designee shall protect anyone who reports a violation from retaliation. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with law. The Superintendent or designee may also notify law enforcement as appropriate.

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050) **Inappropriate Conduct**

Employees shall remain vigilant of their position of authority and not abuse it when relating with students. Examples of employee conduct that can undermine professional adult-student interactions or create the appearance of impropriety include, but are not limited to:

1. Initiating inappropriate physical contact
2. Being alone with a student outside of the view of others
3. Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent
4. Maintaining personal contact with a student that has no legitimate educational purpose, by phone, letter, electronic communications, or other means, without including the student's parent/guardian or the principal

When communicating electronically with students, employees shall use district equipment or technological resources when available. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.

5. Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee

6. Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business

7. Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames to individual students

8. Addressing a student in an overly familiar manner, such as by using a term of endearment

9. Socializing or spending time with students outside of school-sponsored events, except as participants in community activities

10. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose

11. Transporting a student in a personal vehicle without prior authorization

12. Encouraging students to confide their personal or family problems and/or relationships

13. Disclosing personal, family, or other private matters to students or sharing personal secrets with students

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll **Date of Meeting:** November 05, 2025

Agenda Section: Section F: Board Policies, First Reading

First Reading: New BP 4218.1: Dismissal/Suspension/Disciplinary Action (Merit System) (Carroll)

In response to recent legislative changes and guidance from the California School Boards Association (CSBA), staff recommends adoption of a new Board Policy, BP 4218.1: Dismissal/Suspension/Disciplinary Action (Merit System). The proposed policy establishes clear procedures for the suspension, demotion, or dismissal of classified employees in alignment with Education Code requirements and Personnel Commission rules, ensuring that disciplinary actions are fair, consistent, and legally compliant.

Key highlights of the policy include:

- Incorporation of New Statutory Language: Recent changes in state law have been integrated and are clearly indicated in red underline for ease of review.
- The policy will be presented for a second reading and adoption at a future board meeting.

FISCAL IMPACT:
N/A

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review new Board Policy BP 4218.1: Dismissal/Suspension/Disciplinary Action (Merit System) for first reading, as presented.

ADDITIONAL MATERIALS:

Attached: Policy 4218.1_ Dismissal_Suspension_Disciplinary Action (Merit System) (5 pages)

Policy 4218.1: Dismissal/Suspension/Disciplinary Action (Merit System)

Status: NEW

Original Adopted Date: 12/17/2025 | Last Revised Date: 12/17/2025 | Last Reviewed Date: 12/17/2025

The Governing Board expects all employees to perform their jobs satisfactorily and exhibit professional and appropriate conduct, and serve as positive role models both at school and in the community. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law, any applicable collective bargaining agreement, and the rules of the personnel commission.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent nondiscriminatory manner. In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for engaging in protected activities, or for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension or leave without pay, reduction of wages, or dismissal.

A probationary classified employee may be dismissed without cause at any time prior to the expiration of the probationary period.

A permanent classified employee shall be subject to suspension, demotion, or dismissal only for one or more of the causes designated by rule of the personnel commission. (Education Code 45302, 45304)

When such serious disciplinary action is being contemplated against an employee, the district shall adhere to disciplinary procedures developed by the personnel commission. Due process shall be afforded to the employee, including proper notice, an opportunity for the employee to meet with a designated district official ("Skelly officer") or to respond in writing to the charges, and an opportunity to appeal the district's decision with the personnel commission in accordance with Education Code 45305-45307. If the matter is addressed in a hearing before the personnel commission, the decision of the personnel commission shall be final.

However, if the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. The ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45312)

If the district places an employee on a compulsory leave of absence or suspension during the period the employee is charged with a criminal offense, is under a criminal investigation, or is waiting due to administrative delay for necessary job-related administrative determinations, and the proceedings are resolved in favor of the employee, the district shall pay to the employee the employee's full compensation for the period of the involuntary leave of absence upon the employee's return to service in the school district. (Education Code 45190)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
CA Constitution Article 1, Section 1	Inalienable rights
Civ. Code 1286.2	Grounds for vacating decision of arbitrator
Ed. Code 11500-11506	Programs to encourage parent involvement
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44031	Personnel file contents and inspection
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 44990-44994	Testimony of minor witnesses at dismissal or suspension hearings
Ed. Code 45101	Definitions; disciplinary action and cause
Ed. Code 45109	Fixing of duties
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45124	Dismissal of sexual psychopath

Ed. Code 45190	Resignation and leaves of absence
Ed. Code 45202	Transfer of accumulated sick leave and other benefits
Ed. Code 45240-45320	Merit system
Ed. Code 45302-45307	Suspension, dismissal, or other disciplinary action; classified employees
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 54957	Complaints against employees; right to open session
H&S Code 11054	Schedule I; substances included
H&S Code 11055	Schedule II; substances included
H&S Code 11056	Schedule III; substances included
H&S Code 11357-11361	Marijuana
H&S Code 11363	Peyote
H&S Code 11364	Opium
H&S Code 11370.1	Possession of controlled substances with a firearm
Pen. Code 11165.2-11165.6	Child abuse or neglect; definitions
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 187	Murder
Pen. Code 667.5	Prior prison terms; enhancement of prison terms
Pen. Code 830.32	School district and community college police
Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause

Federal	**Description**
42 USC 12101-12213	Americans with Disabilities Act
U.S. Constitution	Amendment 1; Free exercise, free speech, and establishment clauses

Management Resources	**Description**
CA School Personnel Comm Association Publication	Merit Rules and Regulations: CSPCA Recommended Personnel Policies and Procedures Manual for California School Merit Systems, 2014
Court Decision	Visalia Unified School District v. Public Employment Relations Board (2024) 98 Cal.App.5th 844
Court Decision	Kennedy v. Bremerton (2022) 142 S.Ct. 2407

Court Decision	California School Employees Association v. Personnel Commission (1970) 3 Cal.3d 139
Court Decision	California School Employees Association v. Bonita Unified School District (2008) No. B200141
Court Decision	California School Employees v. Livingston Union School District (2007) 149 Cal. App. 4th 391
Court Decision	CSEA v. Foothill Community College District (1975) 52 Cal. App. 3rd 150
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
Website	Office of the Attorney General
Website	Office of Administrative Hearings
Website	Department of General Services, About Teacher Dismissal Case Type
Website	CSBA District and County Office of Education Legal Services
Website	California School Personnel Commissioners Association

Cross References

Code	Description
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
3230	Federal Grant Funds
3230	Federal Grant Funds
4000	Concepts And Roles
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4112.5	Criminal Record Check
4112.5	Criminal Record Check
4112.6	Personnel Files

4119.1	Civil And Legal Rights
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.21	Professional Standards
4119.21	Professional Standards
4119.24	Maintaining Appropriate Adult-Student Interactions
4141	Collective Bargaining Agreement
4200	Classified Personnel
4200	Classified Personnel
4212.5	Criminal Record Check
4212.5	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4219.1	Civil And Legal Rights
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.21	Professional Standards
4219.21	Professional Standards
4219.24	Maintaining Appropriate Adult-Student Interactions
4241	Collective Bargaining Agreement
4312.5	Criminal Record Check
4312.5	Criminal Record Check
4312.6	Personnel Files
4319.1	Civil And Legal Rights
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.21	Professional Standards
4319.21	Professional Standards
4319.24	Maintaining Appropriate Adult-Student Interactions

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll **Date of Meeting:** November 05, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption – Revisions to BP 0410: Nondiscrimination In District Programs And Activities (Carroll)

In response to recent legislative changes and updated guidance from the California School Boards Association (CSBA), the District has undertaken a comprehensive revision of the relevant Policy. This update ensures that our governance framework remains current, legally compliant, and aligned with best practices.

Key highlights of the update include:

- Incorporation of New Statutory Language: Recent changes in state law have been integrated and are clearly indicated in red underline for ease of review.
- Removal of Outdated Provisions: Superseded or obsolete language has been removed, with all deletions shown in red strikethrough formatting.

FISCAL IMPACT:
N/A

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve and adopt the attached policy, as presented.

ADDITIONAL MATERIALS:

Attached: REVISED Policy 0410_ Nondiscrimination In District Programs And Activities (14 pages)

Policy 0410: Nondiscrimination In District Programs And Activities

Status: ADOPTED

Original Adopted Date: 10/19/2011 **| Last Revised Date:** 05/07/2025 **| Last Reviewed Date: 11/05**/2025

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities.

This policy shall apply to all acts related to a school activity or school attendance and to all acts of the ~~Governing~~ Board and the Superintendent in enacting policies and procedures that govern the district.

~~The Board is committed to providing equal opportunity for all individuals in district programs and activities.~~ (Education Code 234.1)

District programs, activities, and practices shall be free from unlawful discrimination~~, including discrimination~~ against an individual or group based on one, or a combination of two or more, protected characteristics, which include, but may not be limited to, race~~, color,~~ or ethnicity; ancestry~~, nationality; national origin,~~; color; ethnic group identification; ~~age;~~ nationality; national origin; immigration status; sex; sexual orientation; sex stereotypes; gender; gender identity; gender expression; religion; religious creed; age; disability; medical condition; genetic information; pregnancy, false pregnancy, childbirth, termination of pregnancy, or ~~lactation, including~~ related ~~medical~~ conditions ~~and~~or recovery; ~~parental, family, or marital status;~~ reproductive health ~~decisionmaking; physical or mental disability; medical condition; sex, sex stereotypes; sex characteristics; sexual orientation; gender; gender identity; gender expression;~~ decision-making; breastfeeding or related medical conditions; parental, marital, and family status; and veteran or military status~~; genetic information~~; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 200, 210.1, 210.2, 212, 212.1, 220, 221.51, 230, 260; Government Code 11135, 12920, 12926, 12940; 20 USC 1681-1688, 29 USC 621, 42 USC 2000d-2000d-7, 2000e-2)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on any of the categories identified above.

District programs and activities shall be free of any discriminatory use, selection, or rejection of textbooks, instructional materials, library books, or similar educational resources.

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education

Code 243)

Additionally, the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be adopted by the Board or district if the use would subject a student to unlawful discrimination as specified in Education Code 220. (Education Code 244)

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

Derogatory Native American terms, including Apaches, Big Reds, Braves, Chiefs, Chieftains, Chippewa, Comanches, Indians, Redskins, Savages, Squaw, and Tribe, shall not be used for any school or athletic team name, mascot, or nickname, unless permitted in accordance with Education Code 221.3.

The Superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. The Superintendent or designee shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

~~Except for allegations of sex discrimination or sex-based harassment, allegations of~~

All complaints alleging unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with Board Policy and Administrative Regulation 1312.3 - Uniform Complaint Procedures, for students, and Administrative Regulation 4030 - Nondiscrimination in Employment, for employees. ~~Complaints alleging sex discrimination, including sex-based harassment, shall be investigated and resolved in accordance with 34 CFR 106.44 and 106.45 and as specified in Administrative Regulation 5145.71 - Title IX Sex Discrimination and SexBased Harassment Complaint Procedures, for students, and Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sex Discrimination and Sex-Based Harassment Complaint Procedures, for employees.~~

Pursuant to 34 CFR 104.8 and 106.8, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed ~~pursuant to Education Code 48980~~in accordance with Board Policy/Exhibit(1) 5145.6 - Parent/Guardian Notifications and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's website and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

~~In addition, the annual parental notification~~
The Superintendent or designee shall ~~inform~~notify parents/guardians ~~of~~regarding their children's right to a free public education regardless of immigration status or religious beliefs~~, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)~~

and their rights related to immigration enforcement. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. ~~In addition~~Additionally, when 15 percent or more of

a school's students speak a single primary language other than English, those materials shall be translated into that other language. (Education Code 48985; 20 USC 6312)

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

The Superintendent or designee shall ensure that the district's web and mobile applications comply with technical standards prescribed by law, and as necessary, shall provide appropriate auxiliary aids and services to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of district services, programs, or activities. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school websites, notetakers, written materials, taped text, and Braille or ~~largeprint~~large-print materials. Individuals with disabilities shall notify the Superintendent or designee if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

The individual identified in Administrative Regulation 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. The compliance officer shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Assistant Superintendent, Human Resources
1051 South A Street
Oxnard, CA 93030
(805) 385.1501 Extension 2050
certificatedhr@oxnardsd.org

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
5 CCR 4600-4670	Uniform complaint procedures

5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 33315	Uniform complaint procedures
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 51007	Legislative intent: state policy
Ed. Code 51204.5	Social sciences instruction; contributions of specified groups
Ed. Code 51501	Nondiscriminatory subject matter
Ed. Code 60010	Instructional materials; definition
Ed. Code 60040-60052	Requirements for instructional materials
Gov. Code 11000	Definitions
Gov. Code 11135	Prohibition of discrimination
Gov. Code 12900-12996	Fair Employment and Housing Act
Gov. Code 54953	Meetings; Americans with Disabilities Act accessibility
Gov. Code 54953.2	Brown Act compliance with Americans with Disabilities Act
Gov. Code 8310.3	California Religious Freedom Act
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes; harassment
Federal	**Description**
20 USC 1400-1482	Individuals with Disabilities Education Act
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
20 USC 2301-2414	Strengthening Career and Technical Education for the 21st Century Act
20 USC 6311	State plan
20 USC 6312	Local educational agency plan
28 CFR 35.101-35.190	Americans with Disabilities Act

28 CFR 36.303	Nondiscrimination on the basis of disability, public accommodations, auxiliary aids, and services
29 USC 621	Age discrimination in employment
29 USC 794	Rehabilitation Act of 1973; Section 504
34 CFR 100.1-100.13	Nondiscrimination in federal programs; effectuating Title VI
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.82	Discrimination on the basis of sex; effectuating Title IX
42 USC 12101-12213	Americans with Disabilities Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
42 USC 2000e-2000e-17	Title VII, Civil Rights Act of 1964, as amended

Management Resources	**Description**
CA Civil Rights Department Publication	California Law Prohibits Workplace Discrimination and Harassment, January 2024
CA Department of Health Care Services Publication	Policy and Procedures Letter No. 21-017R, December 2021
CA Department of Health Care Services Publication	Policy and Procedures Letter No. 23-004, February 2023
CA Office of the Attorney General Publication	Guidance to School Officials re: Legal Requirements for Providing Inclusive Curricula and Books, January 2024
CA Office of the Attorney General Publication	Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018
Court Decision	Burlington Northern and Santa Fe Ry. Co. v. White (2006) 548 U.S. 53
Court Decision	Tennessee v. Cardona (2024) 737 F.Supp.3d 510
Court Decision	Students for Fair Admissions v. Harvard (2024) 600 U.S. 181
Court Decision	Olmstead v. L.C. ex rel. Zimring (1999) 527 U.S. 581
Court Decision	McDonnell Douglas Corp v. Green (1973) 411 U.S. 792
Court Decision	John T. D. v. River Delta Joint Unified School District (2021) WL 5176356

CSBA Publication	Reference: State Roles, Responsibilities, and Process for Instructional Materials Adoption, February 2024
CSBA Publication	Fact Sheet: Instructional Materials Adoption: Local governing board responsibilities, February 2024
CSBA Publication	Instructional Materials Adoptions: State and local governing board processes, roles, and responsibilities, February 2024
Federal Register	Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, May 19, 2020, Vol. 85, No. 97, pages 30026-30579
U.S. Department of Education Publication	Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023
U.S. DOE, Office for Civil Rights Publication	Frequently Asked Questions About Racial Preferences and Stereotypes Under Title VI of the Civil Rights Act, February 28, 2025
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Title VI of the Civil Rights Act in Light of Students For Fair Admissions v. Harvard, February 14, 2025
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Enforcement of Title IX under the provisions of the 2020 Title IX Rule, February 4, 2025
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Protecting Students from Discrimination, such as Harassment, Based on Race, Color, or National Origin, Including Shared Ancestry or Ethnic Characteristics, May 2024
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Discrimination, Including Harassment, Based on Shared Ancestry or Ethnic Characteristics, November 2023
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Frequently Asked Questions About the June 29, 2010, Dear Colleague Letter, May 26, 2011
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter: Electronic Book Readers, June 29, 2010
U.S. DOE, Office for Civil Rights Publication	Nondiscrimination in Employment Practices in Education, August 1991

U.S. DOJ, Civil Rights Division Publication	Fact Sheet: New Rule on the Accessibility of Web Content and Mobile Apps Provided by State and Local Governments, April 2024
U.S. DOJ, Civil Rights Division Publication	Guidance on Web Accessibility and the ADA, March 2022
U.S. DOJ, Civil Rights Division Publication	Accessibility of State and Local Government Websites to People with Disabilities, February 2020
U.S. DOJ, Civil Rights Division Publication	2010 ADA Standards for Accessible Design, September 2010
Website	CSBA District and County Office of Education Legal Services
Website	Pacific ADA Center
Website	U.S. Department of Justice, Civil Rights Division, Disability Rights Section
Website	World Wide Web Consortium, Web Accessibility Initiative
Website	California Office of the Attorney General
Website	California Safe Schools Coalition
Website	CSBA
Website	California Department of Education
Website	California Civil Rights Department
Website	U.S. Department of Education, Office for Civil Rights
Website	California Department of Health Care Services
Website	U.S. Equal Employment Opportunity Commission
World Wide Web Consortium Publication	Web Content Accessibility Guidelines, September 2023

Cross References

Code	Description
0100	Philosophy
0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan

1100	Communication With The Public
1113	District And School Websites
1113	District And School Websites
1113	District And School Websites
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1230	School-Connected Organizations
1230	School-Connected Organizations
1240	Volunteer Assistance
1240	Volunteer Assistance
1260	Educational Foundation
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1312.4	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
1330	Use Of School Facilities
1330	Use Of School Facilities
3260	Fees And Charges
3260	Fees And Charges
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3311	Bids
3311	Bids

3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3530	Risk Management/Insurance
3530	Risk Management/Insurance
3540	Transportation
3541.2	Transportation For Students With Disabilities
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3555	Nutrition Program Compliance
3555	Nutrition Program Compliance
3600	Consultants
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4033	Lactation Accommodation
4040	Employee Use Of Technology
4040	Employee Use Of Technology
4111	Recruitment And Selection
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards

4119.21	Professional Standards
4119.22	Dress And Grooming
4131	Staff Development
4144	Complaints
4144	Complaints
4161.8	Family Care And Medical Leave
4211	Recruitment And Selection
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212.9	Employee Notifications
4212.9	Employee Notifications
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21	Professional Standards
4219.22	Dress And Grooming
4244	Complaints
4244	Complaints
4261.8	Family Care And Medical Leave
4311	Recruitment And Selection
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.9	Employee Notifications
4312.9	Employee Notifications
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12	Title IX Sexual Harassment Complaint Procedures

4319.21	Professional Standards
4319.21	Professional Standards
4319.22	Dress And Grooming
4331	Staff Development
4344	Complaints
4344	Complaints
4361.8	Family Care And Medical Leave
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5116.2	Involuntary Student Transfers
5125	Student Records
5125	Student Records
5126	Awards For Achievement
5126	Awards For Achievement
5131.2	Bullying
5131.2	Bullying
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.6	School Health Services
5141.6	School Health Services
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.13	Response To Immigration Enforcement
5145.13	Response To Immigration Enforcement
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment

5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5146	Married/Pregnant/Parenting Students
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6000	Concepts And Roles
6020	Parent Involvement
6020	Parent Involvement
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6141.2	Recognition Of Religious Beliefs And Customs
6141.2	Recognition Of Religious Beliefs And Customs
6141.4	International Baccalaureate Program
6141.5	Advanced Placement
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.3	Civic Education
6142.5	Environmental Education
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6143	Courses Of Study
6143	Courses Of Study
6144	Controversial Issues
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition

6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6158	Independent Study
6158	Independent Study
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.11	Supplementary Instructional Materials
6162.5	Student Assessment
6163.1	Library Media Centers
6163.2	Animals At School
6163.2	Animals At School
6163.4	Student Use Of Technology
6163.4	Student Use Of Technology
6164.2	Guidance/Counseling Services
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.4	Identification And Evaluation Of Individuals For Special Education
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.4	Education For American Indian Students

6175	Migrant Education Program
6175	Migrant Education Program
6178	Career Technical Education
6178	Career Technical Education
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6184	Continuation Education
6184	Continuation Education
6200	Adult Education
6200	Adult Education
7110	Facilities Master Plan
7111	Evaluating Existing Buildings
7310	Naming Of Facility
9150	Student Board Members
9220	Governing Board Elections
9220	Governing Board Elections
9320	Meetings And Notices
9322	Agenda/Meeting Materials

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll **Date of Meeting:** November 05, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption – Revisions to Exhibits and New Policies 4112.9, 4212.9, 4312.9: Employee Notifications (Carroll)

In response to recent legislative changes and updated guidance from the California School Boards Association (CSBA), the District has undertaken a comprehensive revision of the relevant Exhibits. This update ensures that our governance framework remains current, legally compliant, and aligned with best practices. As part of the revision, policies have been added to further support the regulations and exhibits already in place.

Key highlights of the update include:

- Incorporation of New Statutory Language: Recent changes in state law have been integrated and are clearly indicated in red underline for ease of review.
- Removal of Outdated Provisions: Superseded or obsolete language has been removed, with all deletions shown in red strikethrough formatting.

FISCAL IMPACT:
N/A

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve and adopt the attached policies and exhibits, as presented.

ADDITIONAL MATERIALS:

Attached: NEW Policy 4112.9_4212.9_4312.9 Employee Notifications (9 pages)
REVISED Exhibits 4112.9_4212.9_4312.9_ Employee Notifications (23 pages)

Policy 4112.9, 4212.9, 4312.9: Employee Notifications

Status: NEW

Original Adopted Date: 11/05/2025 | Last Revised Date: 11/05/2025 **| Last Reviewed Date: 11/05**/2025

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications the Superintendent or designee believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

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
13 CCR 1234	Reports regarding school buses and bus drivers
13 CCR 2480	Vehicle idling; limitations
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11035-11051	Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions
2 CCR 11087-11098	California Family Rights Act
5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status; alleged misconduct
8 CCR 3204	Access to employee exposure and medical records
8 CCR 5191	Chemical hygiene plan
8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records; breach of security
Ed. Code 17612	Notification of pesticide use

Ed. Code 22455.5	STRS information to potential members
Ed. Code 22461	Postretirement compensation limitation
Ed. Code 231.5	Sexual harassment policy
Ed. Code 234.1	Educational Equity: Federal Program Monitoring
Ed. Code 35031	Term of employment
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 3550	Insurance carrier notice
Ed. Code 37616	Consultation regarding year-round schedule
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices; certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause
Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss
Ed. Code 44948.3-44948.5	Dismissal of probationary employees
Ed. Code 44948.5	Nonreelection procedures; districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees
Ed. Code 44951	Continuation in position unless notified; administrative or supervisory personnel
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
Ed. Code 44955.5	Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance

Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45117	Notice of layoff; classified employees
Ed. Code 45169	Employee salary data; classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees
Ed. Code 45195	Additional leave
Ed. Code 46160-46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 48851.3	Education of students in foster care and students who are homeless
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Ed. Code 51225.25	Student participating in a newcomer program; definition
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12945.8	Accommodations and leave for victims of a qualifying act of violence
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service
Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 8355	Certification of drug-free workplace, including notification
H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B
H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B

H&S Code 1797.196	Automated external defibrillators; notification of use and locations
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications: Workers' compensation benefits
Lab. Code 5401	Workers' compensation; claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse and Neglect Reporting Act; notification requirement
Pen. Code 11166.5	Employment; statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
W&I Code 827	Limited exception to juvenile court record

Federal	**Description**
20 USC 2354	Local application for career and technical education programs
29 CFR 825.300	Family and Medical Leave Act; notice requirement
34 CFR 100	Nondiscrimination under programs receiving federal assistance
34 CFR 104.8	Nondiscrimination
34 CFR 106.9	Severability
34 CFR 84.205-84.210	Drug-free workplace statement
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act; notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions

49 CFR 382.601	Controlled substance and alcohol use and testing notification

Management Resources	Description
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	Description
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3542	School Bus Drivers
3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation

4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5	Criminal Record Check
4112.6	Personnel Files
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.43	Universal Precautions
4119.43	Universal Precautions
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4157.1	Work-Related Injuries
4158	Employee Security
4158	Employee Security
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave

4161.2	Personal Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.43	Universal Precautions
4219.43	Universal Precautions
4236	Nonschool Employment
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4257.1	Work-Related Injuries
4258	Employee Security
4258	Employee Security
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.2	Personal Leaves
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers

4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5	Criminal Record Check
4312.6	Personnel Files
4315	Evaluation/Supervision
4317.14	Postretirement Employment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.43	Universal Precautions
4319.43	Universal Precautions
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4357.1	Work-Related Injuries
4358	Employee Security
4358	Employee Security
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.2	Personal Leaves
4361.5	Military Leave
4361.8	Family Care And Medical Leave
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting

5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6117	Year-Round Schedules
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6178	Career Technical Education
6178	Career Technical Education
9310	Board Policies
9321	Closed Session
9321	Closed Session
9321	Closed Session

Exhibit 4112.9, 4212.9, 4312.9-E(1): Employee Notifications

Status: ADOPTED

Original Adopted Date: 08/23/2017 | **Last Revised Date:** 01/18/2023 | **Last Reviewed Date:** **11/05**/2025

This exhibit is a non-exhaustive list of notices that the law explicitly requires be provided to employees. Other notices may exist and be identified in the future.

I. To All Employees

When/Whom to Notify: At the beginning of school year or upon employment
Education or Other Legal Code: Education Code 231.5, Government Code 12950
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: The district's policy on sexual harassment, legal remedies, complaints

When/Whom to Notify: Annually and 72 hours before pesticide application
Education or Other Legal Code: Education Code 17612
Board Policy/Administrative Regulation #: AR 3514.2
Subject: Use of pesticide products, active ingredients, Internet address to access information on pesticides

When/Whom to Notify: Prior to implementing year-round schedule
Education or Other Legal Code: Education Code 37616
Board Policy/Administrative Regulation #: BP 6117
Subject: Public hearing on implementing year-round program schedule

When/Whom to Notify: Prior to implementing alternative schedule
Education or Other Legal Code: Education Code 46162
Board Policy/Administrative Regulation #: BP 6112
Subject: Public hearing on alternative schedule in secondary grades

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49013; 5 CCR 4622
Board Policy/Administrative Regulation #: AR 1312.3; BP 0460; BP 3260
Subject: Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control accountability plan

When to Notify: Annually
Education or Other Legal Code: Education Code 49069.5, 51225.1, 51225.25

Board Policy/Administrative Regulation #: AR 6173, AR 6173.1, 6173.3, 6175
Subject: Transfer of coursework and credits for foster youth, students experiencing homelessness, former juvenile court school students, children of military family, students who are migratory, and students participating in a newcomer program

When/Whom to Notify: Annually
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Request for volunteers to be trained to administer epinephrine auto-injectors

When/Whom to Notify: At least once per school year
Education or Other Legal Code: Education Code 49414.7
Board Policy/Administrative Regulation #: 5141.21
Subject: Request for volunteers to be trained to administer stock albuterol inhalers

When/Whom to Notify: At least once per school year
Education or Other Legal Code: Education Code 49468.2
Board Policy/Administrative Regulation #: 5141.21
Subject: Request for volunteers to be trained to administer anti-seizure medication

When/Whom to Notify: At least once per year
Education or Other Legal Code: Education Code 49414.3
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Request for volunteers to be trained to administer opioid antagonist

When to Notify: When a parent/guardian requests for district designation of volunteers is received for training on emergency use of anti-seizure medication for a student diagnosed with seizures
Education or Other Legal Code: Education Code 49468.2
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Request for volunteers to be trained in recognition and response to seizures, including administration of emergency anti-seizure medication, description of training, right to rescind offer to volunteer, prohibition against retaliation.

When/Whom to Notify: To all employees
Education or Other Legal Code: Government Code 1126
Board Policy/Administrative Regulation #: BP 4136/4236/4336
Subject: Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

When/Whom to Notify: To all employees
Education or Other Legal Code: Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210
Board Policy/Administrative Regulation #: BP 4020, BP 4159/4259/4359

Subject: District's drug- and alcohol-free workplace; actions that will be taken if violated; available employee assistance programs

When/Whom to Notify: Upon employment
Education or Other Legal Code: Government Code 21029
Board Policy/Administrative Regulation #: None
Subject: Right to purchase PERS service credit for military service performed prior to public employment

When/Whom to Notify: Upon placement of automated external defibrillator (AED) in school, annually thereafter
Education or Other Legal Code: Health and Safety Code 1797.196
Board Policy/Administrative Regulation #: AR 5141
Subject: Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan

When/Whom to Notify: If the district receives Tobacco-Use Prevention Education funds
Education or Other Legal Code: Health and Safety Code 104420
Board Policy/Administrative Regulation #: AR 3513.3
Subject: District's tobacco-free schools policy and enforcement procedures

When/Whom to Notify: Annually, or more frequently if there is new information
Education or Other Legal Code: Health and Safety Code 120875, 120880
Board Policy/Administrative Regulation #: BP 4119.43/4219.43/4319.43
Subject: AIDS and hepatitis B, methods to prevent exposure

When/Whom to Notify: To new employees upon hire, all employees annually, and upon request, in districts with 25 or more employees
Education or Other Legal Code: to ~~Labor Code 230.1~~ Government Code 12945.8 Board Policy/Administrative Regulation #: AR 4161.2/4261.2/4361.2
Subject: Rights pursuant to ~~Labor Code 230.1~~ Government Code 12945.8 pertaining to leaves and accommodations for victims of ~~crime and abuse~~ a qualifying act of violence

When/Whom to Notify: With each paycheck
Education or Other Legal Code: Labor Code 246
Board Policy/Administrative Regulation #: AR 4161.1/4261.1/4361.1
Subject: Amount of sick leave available

When/Whom to Notify: Upon hire, in employee handbook, and upon request for parental leave
Education or Other Legal Code: Labor Code 1034
Board Policy/Administrative Regulation #: BP 4033
Subject: The district's policy on lactation accommodation

When/Whom to Notify: To covered employees and former employees
Education or Other Legal Code: Labor Code 2800.2
Board Policy/Administrative Regulation #: AR 4154/4254/4354
Subject: Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

When/Whom to Notify: To employees participating in a flexible spending account
Education or Other Legal Code: Labor Code 2810.7
Board Policy/Administrative Regulation #: None
Subject: Deadline to withdraw funds from account before the end of the plan year

When/Whom to Notify: Post and keep posted in a conspicuous location frequented by employees where the notice may be easily read by employees during the hours of the workday
Education or Other Legal Code: Labor Code 3550
Board Policy/Administrative Regulation #: AR 4157.1
Subject: Current compensation insurance carrier of the employer, or when appropriate, statement that the employer is self-insured, and who is responsible for claims adjustment

When/Whom to Notify: To every new employee, either at the time employee is hired or by end of first pay period Education or Other Legal Code: Labor Code 3551
Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1
Subject: Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

~~When/Whom to Notify: Within one day of receiving notice of potential exposure to COVID-19, to employees who were on the premises during the infectious period, the exclusive representative and the employer of subcontracted employees as applicable~~
~~Education or Other Legal Code: Labor Code 6409.6~~
~~Board Policy/Administrative Regulation #: AR 4157, 4257, 4357~~
~~Subject: Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan~~

When/Whom to Notify: Prior to beginning employment
Education or Other Legal Code: Penal Code 11165.7, 11166.5
Board Policy/Administrative Regulation #: AR 5141.4
Subject: Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law

When/Whom to Notify: Upon employment and when ~~employee goes on leave for specified reasons~~ leaving work due to pregnancy or nonoccupational sickness or injury

Education or Other Legal Code: Unemployment Insurance Code 2613
Board Policy/Administrative Regulation #: AR 4154/4254/4354
Subject: Disability insurance rights and benefits

When/Whom to Notify: To principal, counselor who directly supervises or reports on student's behavior or progress, and teacher and other administrators who directly supervise or report on student's behavior or progress when the superintendent or designee believes the employee needs the information for the protection of self or others when working with the student, when Superintendent or designee receives written notification that minor student has committed a felony or misdemeanor involving specified offenses
Education or Other Legal Code: Welfare and Institutions Code 827
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Limited exception to juvenile court record confidentiality to ensure rehabilitation of juvenile criminal offenders and protect students and staff

When/Whom to Notify: To all employees and job applicants
Education or Other Legal Code: 2 CCR 11023; 34 CFR 104.8, 106.9
Board Policy/Administrative Regulation #: BP 0410, AR 4030
Subject: District's policy on nondiscrimination and related complaint procedures

When/Whom to Notify: To all employees via employee handbook, or to each new employee
Education or Other Legal Code: 2 CCR 11091, 11095; 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible

~~When/Whom to Notify: To all employees working with homeless families~~
~~Education or Other Legal Code: 42 USC 11432~~
~~Board Policy/Administrative Regulation #:AR4157,4257,4357~~
~~Subject: The right and procedure to access the injury and illness prevention program~~

When/Whom to Notify: Post and keep posted on premises or via electronic posting, in conspicuous places where employees are employed
Education or Other Legal Code: 2 CCR 11095
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: A notice explaining the CFRA's provisions and procedures for filing complaints of violations of the Act with the Civil Rights Department.

When/Whom to Notify: To all employees
Education or Other Legal Code: 8 CCR 3203
Board Policy/Administrative Regulation #: AR 4157/4257/4357
Subject: The right and procedure to access the injury and illness prevention program

When/Whom to Notify: To all employees
Education or Other Legal Code: 34 CFR 106.8
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights

When/Whom to Notify: Annually
Education or Other Legal Code: 40 CFR 763.84, 763.93
Board Policy/Administrative Regulation #: AR 3514
Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

When/Whom to Notify: Prior to the beginning of school year or upon employment
Education or Other Legal Code: 20 USC 2354; 34 CFR 100 Appendix B, 104.8
Board Policy/Administrative Regulation #: AR 6178
Subject: All career and technical education opportunities are offered without regard to race, color, national origin, sex, or disability in accordance with 34 CFR 100

II. To Certificated Employees

When/Whom to Notify: Prominently display in location frequented by certificated employees who serve students in any of grades 7-12
Education or Other Legal Code: Education Code 234.1
Board Policy/Administrative Regulation #: BP 5145.3
Subject: Information on existing school site and community resources related to the support of students who may face bias or bullying

When/Whom to Notify: To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire
Education or Other Legal Code: Education Code 22455.5
Board Policy/Administrative Regulation #: AR 4121
Subject: Criteria for membership in retirement system; right to elect membership at any time

When/Whom to Notify: Upon employment of a retired certificated individual
Education or Other Legal Code: Education Code 22461
Board Policy/Administrative Regulation #: AR 4117.14/4317.14
Subject: Postretirement earnings limitation or employment restriction; monthly report of compensation

When/Whom to Notify: To certificated employees
Education or Other Legal Code: Education Code 35171

Board Policy/Administrative Regulation #: AR 4115, BP 4315
Subject: District regulations related to performance evaluations

When/Whom to Notify: 30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated
Education or Other Legal Code: Education Code 44663
Board Policy/Administrative Regulation #: AR 4115
Subject: Copy of employee's evaluation

When/Whom to Notify: To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee
Education or Other Legal Code: Education Code 44664
Board Policy/Administrative Regulation #: AR 4115
Subject: Notice and description of the unsatisfactory performance

When/Whom to Notify: By May 30, if district elects to issue reemployment notices to certificated employees
Education or Other Legal Code: Education Code 44842
Board Policy/Administrative Regulation #: AR 4112.1
Subject: Request that the employee notify district of intent to remain in service next year

When/Whom to Notify: To probationary and temporary certificated employees upon employment and every July thereafter
Education or Other Legal Code: Education Code 44916
Board Policy/Administrative Regulation #: AR 4112.1, AR 4121
Subject: Employment status and salary

When/Whom to Notify: To probationary employee, by March 15
Education or Other Legal Code: Education Code 44929.21, 44929.23, 44948.5
Board Policy/Administrative Regulation #: BP 4116
Subject: Whether or not employee is reelected for next school year

When/Whom to Notify: When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year
Education or Other Legal Code: Education Code 44934, 44934.1, 44936
Board Policy/Administrative Regulation #: BP 4118; AR 4118
Subject: Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice

When/Whom to Notify: To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice
Education or Other Legal Code: Education Code 44938

Board Policy/Administrative Regulation #: BP 4118
Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year
Education or Other Legal Code: Education Code 44938
Board Policy/Administrative Regulation #: BP 4118
Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings
Education or Other Legal Code: Education Code 44940.5
Board Policy/Administrative Regulation #: AR 4118
Subject: Notice of intent to dismiss 30 days from notice unless employee demands hearing

When/Whom to Notify: To probationary employee 30 days prior to dismissal during school year, but not later than March 15 for a second- year probationary employee
Education or Other Legal Code: Education Code 44948.3
Board Policy/Administrative Regulation #: AR 4118
Subject: Reasons for dismissal and opportunity to appeal

When/Whom to Notify: By March 15 when necessary to reduce certificated personnel, with final notice by May 15
Education or Other Legal Code: Education Code 44949, 44955
Board Policy/Administrative Regulation #: BP 4117.3
Subject: Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination

When/Whom to Notify: Before the end of the school year to temporary employee who served 75 percent of school year but will be released
Education or Other Legal Code: Education Code 44954
Board Policy/Administrative Regulation #: BP 4121
Subject: District's decision not to reelect employee for following school year

When/Whom to Notify: During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to any permanent or probationary certificated employee, including an employee holding a position that requires administrative or supervisory credential, whose services are terminated
Education or Other Legal Code: Education Code 44955.5
Board Policy/Administrative Regulation #: BP 4117.3

Subject: Decrease in the number of permanent employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify: To teacher, when a student engages in or is reasonably suspected of specified acts
Education or Other Legal Code: Education Code 49079
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To teacher of a student who is suspended or expelled, when Superintendent or designee receives transfer student's record regarding acts that resulted in suspension or expulsion
Education or Other Legal Code: Education Code 48201
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To certificated employee upon change in employment status due to alleged misconduct
Education or Other Legal Code: 5 CCR 80303
Board Policy/Administrative Regulation #: AR 4117.7/4317.7
Subject: Contents of state regulation re: report to Commission on Teacher Credentialing

III. To Classified Employees

When/Whom to Notify: When a classified employee is subject to disciplinary action for cause, in a nonmerit district
Education or Other Legal Code: Education Code 45113
Board Policy/Administrative Regulation #: AR 4218
Subject: Notice of charges, right to hearing, timeline for requesting hearing

When/Whom to Notify: By March 15, when laid off due to lack of work or lack of funds, with final notice by May 15
Education or Other Legal Code: Education Code 45117
Board Policy/Administrative Regulation #: AR 4217.3
Subject: Notice of layoff, displacement and reemployment rights, right to hearing; final notice of Board decision regarding termination

When/Whom to Notify: During the time between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which the Budget Act applies when the Board determines that the district's local control funding formula apportionment per unit of ADA for that fiscal year has not increased by at least two percent, to classified employees who are laid off due to lack of work or lack of funds

Education or Other Legal Code: Education Code 45117
Board Policy/Administrative Regulation #: AR 4217.3
Subject: District Statement of Reduction in Force to affected employees in accordance with a schedule of notice and hearing adopted by the Board

When/Whom to Notify: At least 60 days prior to the effective date of layoff, if the employee's position must be eliminated due to the expiration of a specially funded program
Education or Other Legal Code: Education Code 45117
Board Policy/Administrative Regulation #: AR 4217.3
Subject: Notice of layoff date, displacement and reemployment rights

When/Whom to Notify: Upon employment and upon each change in classification
Education or Other Legal Code: Education Code 45169
Board Policy/Administrative Regulation #: AR 4212
Subject: Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek

When/Whom to Notify: To permanent employee whose leave is exhausted
Education or Other Legal Code: Education Code 45192, 45195
Board Policy/Administrative Regulation #: AR 4261.1, AR 4261.11
Subject: Exhaustion of leave, opportunity to request additional leave

When/Whom to Notify: To school bus drivers and school activity bus drivers prior to expiration of specified documents
Education or Other Legal Code: 13 CCR 1234
Board Policy/Administrative Regulation #: AR 3542
Subject: Expiration date of driver's license, driver's certificate and medical certificate; need to renew

When/Whom to Notify: To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter
Education or Other Legal Code: 13 CCR 2480
Board Policy/Administrative Regulation #: AR 3542
Subject: Limitations on vehicle idling; consequences of not complying

When/Whom to Notify: To school bus drivers, prior to district drug testing program and thereafter upon employment
Education or Other Legal Code: 49 CFR 382.113, 382.601
Board Policy/Administrative Regulation #: AR 4112.42/4212.42/4312.42
Subject: Explanation of federal requirements for drug testing program and district's policy; prior to administration of each drug or alcohol test

When/Whom to Notify: To school bus drivers, prior to operating school bus

Education or Other Legal Code: 49 CFR 382.303
Board Policy/Administrative Regulation #: AR 4112.42/4212.42/4312.42
Subject: Post accident information, procedures, and instruction

IV. To Administrative/Supervisory Personnel

When/Whom to Notify: To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract
Education or Other Legal Code: Education Code 35031
Board Policy/Administrative Regulation #: BP 2121, BP 4312.1
Subject: Decision not to reelect or reemploy upon expiration of contract or term

When/Whom to Notify: Upon request by administrative or supervisory employee transferred to teaching position
Education or Other Legal Code: Education Code 44896
Board Policy/Administrative Regulation #: AR 4313.2
Subject: Statement of the reasons for the reassignment

When/Whom to Notify: By March 15 to employee who may be released/reassigned the following school year
Education or Other Legal Code: Education Code 44951
Board Policy/Administrative Regulation #: AR 4313.2
Subject: Notice that employee may be released or reassigned the following school year

V. To Individual Employees Under Special Circumstances

When/Whom to Notify: In the event of a breach of security of district records to affected employees
Education or Other Legal Code: Civil Code 1798.29
Board Policy/Administrative Regulation #: BP 3580
Subject: Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies

When/Whom to Notify: Prior to placing derogatory information in personnel file
Education or Other Legal Code: Education Code 44031
Board Policy/Administrative Regulation #: AR 4112.6/4212.6/4312.6
Subject: Notice of derogatory information, opportunity to review and comment

When/Whom to Notify: To employees who volunteer to administer epinephrine auto-injector
Education or Other Legal Code: Education Code 49414
Board Policy/Administrative Regulation #: AR 5141.21
Subject: Defense and indemnification from civil liability by the district

When/Whom to Notify: To district police officer, within 30 days of decision to impose discipline
Education or Other Legal Code: Government Code 3304
Board Policy/Administrative Regulation #: AR 3515.3
Subject: Decision to impose discipline, including the date that discipline will be imposed

When/Whom to Notify: New employees upon hire, to all employees annually, at any time upon request, and any time an employee informs an employer that the employee or the employee's family member is a victim
Education or Other Legal Code: Government Code 12945.8
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Accommodations and leave for victims of a qualifying act of violence

When/Whom to Notify: To employee returning from military leave of absence, within 30 days of return
Education or Other Legal Code: Government Code 20997
Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5
Subject: Right to receive PERS service credit for military service; application form

When/Whom to Notify: 24 hours before Board meets in closed session to hear complaints or charges against employee
Education or Other Legal Code: Government Code 54957
Board Policy/Administrative Regulation #: BB 9321
Subject: Employee's right to have complaints/charges heard in open session

When/Whom to Notify: When taking disciplinary action against employee for disclosure of confidential information
Education or Other Legal Code: Government Code 54963
Board Policy/Administrative Regulation #: BP 4119.23/4219.23/4319.23
Subject: Law prohibiting disclosure of confidential information obtained in closed session

~~When/Whom to Notify: When document identifying employee who is victim of domestic violence is disclosed~~
~~Education or Other Legal Code: Labor Code 230~~
~~Board Policy/Administrative Regulation #: AR 4158, 4258, 4358~~
~~Subject: Accommodations and leave for victims of domestic violence~~

When/Whom to Notify: Within one working day of work-related injury or victimization of crime
Education or Other Legal Code: Labor Code 3553, 5401
Board Policy/Administrative Regulation #: AR 4157.1/4257.1/4357.1
Subject: Potential eligibility for workers' compensation benefits, claim form

When/Whom to Notify: When adverse employment action is based on DOJ criminal history information or subsequent arrest notification
Education or Other Legal Code: Penal Code 11105, 11105.2
Board Policy/Administrative Regulation #: AR 4112.5/4212.5/4312.5
Subject: Copy of DOJ notification

When/Whom to Notify: To any employee with exposure to blood or potentially infectious materials, upon initial employment and at least annually thereafter
Education or Other Legal Code: 8 CCR 3204
Board Policy/Administrative Regulation #: AR 4119.42/4219.42/4319.42
Subject: The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

When/Whom to Notify: To any employee assigned to a work area in a laboratory setting where hazardous chemicals are present, within 15 working days after receiving a monitoring result related to an employee exposure determination ~~upon initial assignment and upon new exposure situation~~
Education or Other Legal Code: 8 CCR 5191
Board Policy/Administrative Regulation #: AR 3514.1
Subject: Contents of 8 CCR 5191, including location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material

When/Whom to Notify: To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area
Education or Other Legal Code: 8 CCR 5194
Board Policy/Administrative Regulation #: AR 3514.1
Subject: Requirements of 8 CCR 5194, including any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights

When/Whom to Notify: To employee eligible for military leave
Education or Other Legal Code: 38 USC 4334
Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5
Subject: Notice of rights, benefits, and obligations under military leave

When/Whom to Notify: Within five business days of employee's request for ~~FMLA~~ family care and medical leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave
Education or Other Legal Code: 29 CFR 825.300; 2 CCR 11049, 11091
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in

designation notice

When/Whom to Notify: Whenever notice of eligibility for FMLA is provided to employee
Education or Other Legal Code: 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

When/Whom to Notify: To all employees working with families experiencing homelessness
Education or Other Legal Code: Education Code 48851.3, 42 USC 11432
Board Policy/Administrative Regulation #: AR 6173
Subject: Duties of district liaison for homeless students and availability of training and services

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Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the ~~board~~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
13 CCR 1234	Reports regarding school buses and bus drivers
13 CCR 2480	Vehicle idling; limitations
2 CCR 11023	Harassment and discrimination prevention and correction
2 CCR 11035-11051	Unlawful sex discrimination; pregnancy, childbirth, and related medical conditions
2 CCR 11087-11098	California Family Rights Act
5 CCR 4622	Uniform complaint procedures
5 CCR 80303	Reports of change in employment status; alleged misconduct
8 CCR 3204	Access to employee exposure and medical records
8 CCR 5191	Chemical hygiene plan
8 CCR 5194	Hazard communication
Civ. Code 1798.29	District records; breach of security

Ed. Code 17612	Notification of pesticide use
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22461	Postretirement compensation limitation
Ed. Code 231.5	Sexual harassment policy
Ed. Code 234.1	Educational Equity: Federal Program Monitoring
Ed. Code 35031	Term of employment
Ed. Code 35171	Availability of rules and regulations for evaluation of performance
Ed. Code 3550	Insurance carrier notice
Ed. Code 37616	Consultation regarding year-round schedule
Ed. Code 44663-44664	Evaluation of certificated employees
Ed. Code 44842	Reemployment notices; certificated employees
Ed. Code 44896	Transfer of administrator or supervisor to teaching position
Ed. Code 44916	Written statement of employment status
Ed. Code 44929.21	Notice of reelection decision; districts with 250 ADA or more
Ed. Code 44929.23	Districts with less than 250 ADA
Ed. Code 44934	Notice of disciplinary action for cause
Ed. Code 44938	Notice of unprofessional conduct and opportunity to correct
Ed. Code 44940.5-44941	Notification of suspension and intent to dismiss
Ed. Code 44948.3-44948.5	Dismissal of probationary employees
Ed. Code 44948.5	Nonreelection procedures; districts under 250 ADA
Ed. Code 44949	Dismissal of probationary employees
Ed. Code 44951	Continuation in position unless notified; administrative or supervisory personnel

Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
Ed. Code 44955.5	Decrease in number of permanent employees during specified time period upon determination related to local control funding formula per unit of average daily attendance
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45117	Notice of layoff; classified employees
Ed. Code 45169	Employee salary data; classified employees
Ed. Code 45192	Industrial accident and illness leave for classified employees
Ed. Code 45195	Additional leave
Ed. Code 46160-46162	Alternative schedule for junior high and high school; public hearing with notice
Ed. Code 48201	Transfer student's record for acts that resulted in suspension or expulsion
Ed. Code 48851.3	Education of students in foster care and students who are homeless
Ed. Code 49013	Complaints regarding student fees
Ed. Code 49079	Notification to teacher, student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49414	Epinephrine auto-injectors
Ed. Code 49414.3	Administration of opioid antagonist
Ed. Code 51225.25	Student participating in a newcomer program; definition
Gov. Code 1126	Incompatible activities of employees
Gov. Code 12945.8	Accommodations and leave for victims of a qualifying act of violence
Gov. Code 12950	Sexual harassment
Gov. Code 21029	Retirement credit for period of military service

Gov. Code 54957	Complaints against employees; right to open session
Gov. Code 54963	Unauthorized disclosure of confidential information
Gov. Code 8355	Certification of drug-free workplace, including notification
H&S Code 104420	Tobacco-free schools
H&S Code 120875	Information on AIDS, AIDS-related conditions, and hepatitis B
H&S Code 120880	Notification to employees re AIDS, AIDS-related conditions, and hepatitis B
H&S Code 1797.196	Automated external defibrillators; notification of use and locations
Lab. Code 2800.2	Notification of availability of continuation health coverage
Lab. Code 3550-3553	Notifications: Workers' compensation benefits
Lab. Code 5401	Workers' compensation; claim form and notice of potential eligibility
Pen. Code 11165.7	Child Abuse anTop of Form Bottom of Form d Neglect Reporting Act; notification requirement
Pen. Code 11166.5	Employment; statement of knowledge of duty to report child abuse or neglect
Unemp. Ins. Code 2613	Disability insurance; notice of rights and benefits
W&I Code 827	Limited exception to juvenile court record
Federal	**Description**
20 USC 2354	Local application for career and technical education programs
29 CFR 825.300	Family and Medical Leave Act; notice requirement
34 CFR 100	Nondiscrimination under programs receiving federal assistance
34 CFR 104.8	Nondiscrimination

34 CFR 106.9	Severability
34 CFR 84.205-84.210	Drug-free workplace statement
38 USC 4334	Uniformed Services Employment and Reemployment Rights Act; notice requirement
40 CFR 763.84	Asbestos inspections, response actions and post-response actions
40 CFR 763.93	Asbestos management plans
41 USC 8101-8106	Drug-Free Workplace Act
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
49 CFR 382.113	Controlled substance and alcohol use and testing notifications
49 CFR 382.303	Post-accident information, procedures, and instructions
49 CFR 382.601	Controlled substance and alcohol use and testing notification

Management Resources	**Description**
Website	CSBA District and County Office of Education Legal Services

Cross References

Code	**Description**
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
2121	Superintendent's Contract
3260	Fees And Charges
3260	Fees And Charges
3513.3	Tobacco-Free Schools

3513.3	Tobacco-Free Schools
3514	Environmental Safety
3514	Environmental Safety
3514.1	Hazardous Substances
3514.1	Hazardous Substances
3514.2	Integrated Pest Management
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3542	School Bus Drivers
3580	District Records
3580	District Records
4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4033	Lactation Accommodation
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5	Criminal Record Check
4112.6	Personnel Files
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction

4117.7	Employment Status Reports
4118	Dismissal/Suspension/Disciplinary Action
4118	Dismissal/Suspension/Disciplinary Action
4119.11	Sexual Harassment
4119.11	Sexual Harassment
4119.43	Universal Precautions
4119.43	Universal Precautions
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4136	Nonschool Employment
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4157.1	Work-Related Injuries
4158	Employee Security
4158	Employee Security
4161.1	Personal Illness/Injury Leave
4161.11	Industrial Accident/Illness Leave
4161.2	Personal Leaves
4161.5	Military Leave
4161.8	Family Care And Medical Leave
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check

4212.5	Criminal Record Check
4212.6	Personnel Files
4216	Probationary/Permanent Status
4217.3	Layoff/Rehire
4219.11	Sexual Harassment
4219.11	Sexual Harassment
4219.43	Universal Precautions
4219.43	Universal Precautions
4236	Nonschool Employment
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4257	Employee Safety
4257	Employee Safety
4257.1	Work-Related Injuries
4258	Employee Security
4258	Employee Security
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4261.2	Personal Leaves
4261.5	Military Leave
4261.8	Family Care And Medical Leave
4312.1	Contracts
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
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4312.5	Criminal Record Check

4312.6	Personnel Files
4315	Evaluation/Supervision
4317.14	Postretirement Employment
4317.7	Employment Status Reports
4319.11	Sexual Harassment
4319.11	Sexual Harassment
4319.43	Universal Precautions
4319.43	Universal Precautions
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
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4357.1	Work-Related Injuries
4358	Employee Security
4358	Employee Security
4361.1	Personal Illness/Injury Leave
4361.11	Industrial Accident/Illness Leave
4361.2	Personal Leaves
4361.5	Military Leave
4361.8	Family Care And Medical Leave
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.4	Child Abuse Prevention And Reporting

5141.4	Child Abuse Prevention And Reporting
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
6117	Year-Round Schedules
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6173	Education For Homeless Children
6178	Career Technical Education
6178	Career Technical Education
9310	Board Policies
9321	Closed Session
9321	Closed Session
9321	Closed Session

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Scott Carroll **Date of Meeting:** November 05, 2025

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption – Revisions to BP 4121and New Regulation: Temporary/Substitute Personnel (Carroll)

In response to recent legislative changes and updated guidance from the California School Boards Association (CSBA), the District has undertaken a comprehensive revision of the relevant Policy. This update ensures that our governance framework remains current, legally compliant, and aligned with best practices. As part of the revision, a regulation has been added to further support the policy.

Key highlights of the update include:

- Incorporation of New Statutory Language: Recent changes in state law have been integrated and are clearly indicated in red underline for ease of review.
- Removal of Outdated Provisions: Superseded or obsolete language has been removed, with all deletions shown in red strikethrough formatting.

FISCAL IMPACT:
N/A

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees adopt and approve the attached policy and regulation, as presented.

ADDITIONAL MATERIALS:

Attached: Revised Policy 4121 Temporary Substitute (9 pages)
NEW Regulation 4121_ Temporary_Substitute Personnel (7 pages)

Policy 4121: Temporary/Substitute Personnel

Status: ADOPTED

Original Adopted Date: 07/01/2012 **| Last Revised Date:** 06/01/2024 **| Last Reviewed Date:** 11/05/2025

The Governing Board ~~of Trustees~~ recognizes that substitute and temporary personnel perform an essential role in promoting student achievement and desires to employ highly qualified, appropriately credentialed employees to fill such positions.

Hiring

The Superintendent or designee shall recommend candidates for substitute or temporary positions for Board approval, and shall ensure that all substitute and temporary employees are assigned in accordance with law and the authorizations specified in their credential.

Substitute personnel may be employed on an on-call, day-to-day basis.

In addition, after September 1 of any school year, the Board may employ substitute personnel for the remainder of the school year ~~for~~in positions for which no regular employee is available. The district shall first demonstrate to the Commission on Teacher Credentialing the inability to acquire the services of a qualified regular employee. (Education Code 44917)

Permanent or probationary certificated employees who were laid off pursuant to Education Code 44955 and who have a preferred right of reappointment shall be given priority for substitute service in the order of their original employment. (Education Code 44956, 44957)

Classification

At the time of initial employment and each July thereafter, the Board shall classify substitute and temporary employees as such. (Education Code 44915, 44916)

The Board may classify as substitute personnel a teacher hired to fill the position of a regularly employed person who is absent from service. (Education Code 44917)

To address the need for additional certificated employees when regular district employees are absent due to leaves or long-term illness, the Board may classify a teacher who is employed for at least one semester and up to one complete school year as a temporary employee. Any person whose service begins in the second semester and before March 15 may be classified as a temporary employee, even if employed for less than a semester. The Board shall determine the number of persons who shall be so employed, which shall not exceed the identified need based on the absence of regular employees. (Education Code 44920)

~~The~~Additionally, the Board ~~also~~ shall classify as temporary employees those certificated persons, other than substitute employees, who are employed to:

1. Serve from day to day during the first three months of any school term to teach temporary classes which shall not exist after that time, or perform any other duties which do not last longer than the first three months of any school term (Education Code 44919)

2. Teach in special day and evening classes for adults or in schools of migratory population for not more than four months of any school term (Education Code 44919)

3. Serve in a limited assignment supervising student athletic activities provided such assignments have first been made available to teachers presently employed in the district (Education Code 44919)

4. Serve in a position for a period not to exceed 20 working days, in order to prevent the stoppage of district business during an emergency when persons are not immediately available for probationary classification (Education Code 44919)

5. Serve only for the first semester, because the district expects a reduction in student enrollment during the second semester due to mid-year graduations (Education Code 44921)

For purposes of classifying employees pursuant to ~~item~~Item #1 or #2 above, the school year shall not be divided into more than two school terms. (Education Code 44919)

Any employee hired to provide services in a categorically funded program or project may be employed for a period less than a full school year. ~~He/she~~An employee may be classified as a temporary employee if the period of employment will end at the expiration of that program or project. (Education Code 44909)

Salary and Benefits

The Board shall adopt and make public a salary schedule setting the daily or pay period rate(s) for substitute employees for all categories or classes of certificated employees of the district. (Education Code 44977, 45030)

Temporary employees shall participate in the health and welfare plans or other fringe benefits of the district.

Paid Sick Leave

Except for a retired annuitant who is not reinstated to the retirement system, any temporary or substitute employee who works for 30 or more days within a year of ~~his/her~~ employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of ~~48 hours. (Labor Code 246)~~80 hours or ten days. However, the district may limit an employee's use of accrued paid sick days to 40 hours or five days in each year of employment. (Labor Code 246)

Any temporary or substitute employee may begin to use accrued paid sick days on the 90th day of ~~his/her~~ employment, after which ~~he/she~~ the employee may use the sick days as they are accrued. (Labor Code 246)

A temporary or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. ~~His/her~~The employee's own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care

2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or ~~his/her~~the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking

No employee shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249. The Superintendent or designee shall display a poster containing required information, provide notice to eligible employees of their sick leave rights, keep records of employees' use of sick leave for three years, and comply with other requirements specified in Labor Code 245-249 and in ~~AR~~Administrative Regulation 4161.1/4361.1 - Personal Illness/Injury Leave.

Release from Employment/Dismissal

The Board may dismiss a substitute employee at any time at its discretion. (Education Code 44953)

The Board may release a temporary employee at its discretion if the employee has served less than 75 percent of the number of days the regular schools of the district are maintained during one school year. After serving 75 percent of the number of days that district schools are maintained during one school year, a temporary employee may be released as long as ~~he/she~~the employee is notified, before the last day of June, of the district's decision not to reelect ~~him/her~~the temporary employee for the following school year. (Education Code 37200, 44954)

Reemployment as a Probationary Employee

Reemployment provisions contained in Education Code 44918 do not apply to districts with average daily attendance of over 250,000; such districts should modify the following section accordingly.

Unless released from employment pursuant to Education Code 44954, any person employed for one complete school year as a temporary employee shall, if reemployed for the following school year in a vacant position requiring certification qualifications, be classified as a probationary employee. With the exception of on-call, day-to-day substitutes, if a temporary or substitute employee performs the duties normally required of certificated employees for at least 75 percent of the number of days the regular schools of the district were maintained in that school year and is then employed as a probationary employee for the following school year, ~~his/her~~the employee's previous employment as a temporary or substitute employee shall be credited as one year's employment as a probationary employee for purposes of acquiring permanent status. (Education Code 44917, 44918, 44920)

Vacant position means a position in which the employee is qualified to serve and which is not filled by a permanent or probationary employee. It shall not include a position which would be filled by a permanent or probationary employee except for the fact that such employee is on leave. (Education Code 44920, 44921)

A temporary employee hired pursuant to ~~item~~Item #1 or #2 in the section "Classification" above shall be classified as a probationary employee if the duties continue beyond the time limits of the assignment. (Education Code 44919)

A person employed pursuant to ~~item~~Item #5 in the section "Classification" above who is then continued in employment beyond the first semester shall be classified as a probationary employee for the entire school year and shall be reemployed to fill any vacant position in the district for which ~~he/she~~the employee is certified. Preference for available positions shall be determined by the Board as prescribed by Education Code 44845 and 44846. (Education Code 44921)

With the exception of on-call, day-to-day substitutes, any temporary or substitute employee who was released pursuant to Education Code 44954 but who has nevertheless served in a certificated position in the district for at least 75 percent of each of two consecutive school years shall receive first priority if the district fills a vacant position for the subsequent school year at the grade level at which the employee served during either year. In the case of a departmentalized program, the employee shall have taught the subject matter in which the vacant position occurs. (Education Code 44918)

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~~board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 5502	Filing of notice of physical examination for employment of retired person
5 CCR 5503	Physical examination for employment of retired persons
5 CCR 5590	Temporary athletic team coach
5 CCR 80025-80025.5	Emergency substitute teaching permits
Ed. Code 22455.5	STRS information to potential members
Ed. Code 22515	Irrevocable election to join retirement plan
Ed. Code 37200	School calendar
Ed. Code 44252.5	State basic skills assessment required for certificated personnel
Ed. Code 44300	Emergency permits
Ed. Code 44830	Employment of certificated persons
Ed. Code 44839.5	Requirements for employment of retirant
Ed. Code 44845	Date of employment
Ed. Code 44846	Criteria for reemployment preferences

Ed. Code 44909	Employees providing services through categorically funded programs
Ed. Code 44914	Substitute and probationary employment computation for classification as permanent employee
Ed. Code 44915	Classification of probationary employees
Ed. Code 44916	Written statement of employment status
Ed. Code 44917	Classification of substitute employees
Ed. Code 44918	Substitute or temporary employee deemed probationary employee; reemployment rights
Ed. Code 44919	Classification of temporary employees; classifications
Ed. Code 44920	Employment of certain temporary employees; classifications
Ed. Code 44921	Employment of temporary employees; reemployment rights (unified and high school districts)
Ed. Code 44953	Dismissal of substitute employees
Ed. Code 44954	Nonreelection of temporary employees
Ed. Code 44955	Reduction in number of permanent employees
Ed. Code 44956	Rights of laid-off permanent employees to substitute positions
Ed. Code 44957	Rights of laid-off probationary employees to substitute positions
Ed. Code 44977	Salary schedule for substitute employees
Ed. Code 45030	Substitutes
Ed. Code 45041	Computation of salary
Ed. Code 45042	Alternative method of computation for less than one school year
Ed. Code 45043	Compensation for employment beginning in the second semester
Ed. Code 56060-56063	Substitute teachers in special education
Gov. Code 3540.1	Public employment; definitions
Lab. Code 220	Sections inapplicable to public employees
Lab. Code 230	Accommodations and leave for victims of domestic violence

Lab. Code 230.1	Employers with 25 or more employees; domestic violence, sexual assault, and stalking victims; right to time off
Lab. Code 233	Leave to attend to family illness
Lab. Code 234	Absence control policy
Lab. Code 245-249	Healthy Workplaces, Healthy Families Act of 2014

Management Resources	**Description**
Court Decision	Kavanaugh v. West Sonoma Union High School District (2003) 29 Cal.4th 911
Court Decision	McIntyre v. Sonoma Valley Unified School District (2012) 206 Cal.App.4th 170
Court Decision	Neily v. Manhattan Beach Unified School District (2011) 192 Cal.App.4th 187
Court Decision	Stockton Teachers Association CTA/NEA v. Stockton Unified School District (2012) 204 Cal.App.4th 446
Court Decision	Bakersfield Elementary Teachers Association v. Bakersfield City School District (2006) 145 Cal.App.4th 1260
Court Decision	California Teachers Association v. Vallejo City Unified School District (2007) 149 Cal.App.4th 135
Website	CSBA District and County Office of Education Legal Services
Website	Commission on Teacher Credentialing
Website	CSBA

Cross References

Code	**Description**
0500	Accountability
4111.2	Legal Status Requirement
4111.2	Legal Status Requirement
4112	Appointment And Conditions Of Employment
4112.1	Contracts
4112.2	Certification
4112.2	Certification

4112.3	Oath Or Affirmation
4112.3	Oath Or Affirmation
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5	Criminal Record Check
4112.9	Employee Notifications
4112.9	Employee Notifications
4113	Assignment
4113	Assignment
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4140	Bargaining Units
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212.3	Oath Or Affirmation
4212.3	Oath Or Affirmation
4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5	Criminal Record Check

4212.9	Employee Notifications
4212.9	Employee Notifications
4217.3	Layoff/Rehire
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4240	Bargaining Units
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.3	Oath Or Affirmation
4312.3	Oath Or Affirmation
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5	Criminal Record Check
4312.9	Employee Notifications
4312.9	Employee Notifications
4317.14	Postretirement Employment
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4340	Bargaining Units
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves

5141.52	Suicide Prevention
5141.52	Suicide Prevention
6175	Migrant Education Program
6175	Migrant Education Program
6200	Adult Education
6200	Adult Education

Regulation 4121: Temporary/Substitute Personnel

Status: NEW

Original Adopted Date: 11/05/2025 | Last Revised Date: 11/05/2025| Last Reviewed Date: 11/05/2025

Qualifications

Any candidate recommended by the Superintendent or designee for a substitute or temporary position requiring certification qualifications shall possess the appropriate credential or permit authorizing employment in such position and shall meet all other requirements of law for certificated positions. (Education Code 44830)

The district shall not initially hire a certificated person on a substitute or temporary basis in a capacity designated in the person's credential unless the person has demonstrated basic skills proficiency in reading, writing, and mathematics pursuant to Education Code 44252.5, or is exempted by law. (Education Code 44830)

A noncredentialed person shall not substitute for any special education certificated position. The Superintendent or designee shall recruit and maintain lists of appropriately credentialed substitute teachers for special education positions. The Superintendent or designee shall contact institutes of higher education with approved special education programs for possible recommendations of appropriately credentialed special education personnel. (Education Code 56060, 56063)

Notifications

Before starting work, each new temporary employee shall receive a written statement indicating employment status and salary. This statement shall clearly indicate the temporary nature of the employment and the length of time for which the person is being employed. (Education Code 44916)

The Superintendent or designee shall notify all substitute and part-time certificated employees, within 30 days of their hire, of their right to elect membership in a defined benefit program under a qualified retirement plan. The employee shall sign a form provided by the system to acknowledge receipt of this notice and to indicate whether the employee elects or declines membership. Election of membership shall be irrevocable for all future employment to perform creditable service. (Education Code 22455.5, 22515)

Assignments

A person who holds an emergency 30-day substitute permit, emergency career substitute permit, emergency substitute permit for prospective teachers, or emergency substitute permit for career technical education shall be restricted in the number of days the employee may substitute for any one teacher in accordance with 5 CCR 80025-80025.5.

In placing substitute teachers in special education classrooms, the district shall give first priority to substitute teachers with the appropriate special education credential(s), second priority to substitute teachers with any other special education credential, and third priority to substitute

teachers with a regular teaching credential. An inappropriately credentialed substitute teacher shall not serve as a substitute for a special education teacher for a period of more than 20 cumulative school days for each special education teacher absent during each school year. The district may apply to the Superintendent of Public Instruction for an extension of 20 school days, or for a longer period in extraordinary circumstances. (Education Code 56060, 56061, 56062)

Policy Reference Disclaimer:
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Ed. Code 45042	Alternative method of computation for less than one school year
Ed. Code 45043	Compensation for employment beginning in the second semester
Ed. Code 56060-56063	Substitute teachers in special education
Gov. Code 3540.1	Public employment; definitions
Lab. Code 220	Sections inapplicable to public employees
Lab. Code 230	Accommodations and leave for victims of domestic violence
Lab. Code 230.1	Employers with 25 or more employees; domestic violence, sexual assault, and stalking victims; right to time off
Lab. Code 233	Leave to attend to family illness
Lab. Code 234	Absence control policy
Lab. Code 245-249	Healthy Workplaces, Healthy Families Act of 2014
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Court Decision	Stockton Teachers Association CTA/NEA v. Stockton Unified School District (2012) 204 Cal.App.4th 446
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Code	Description
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4111.2	Legal Status Requirement
4112	Appointment And Conditions Of Employment
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4112.3	Oath Or Affirmation
4112.3	Oath Or Affirmation
4112.4	Health Examinations
4112.5	Criminal Record Check
4112.5	Criminal Record Check
4112.9	Employee Notifications

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4113	Assignment
4113	Assignment
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4140	Bargaining Units
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.1	Personal Illness/Injury Leave
4161.2	Personal Leaves
4211.2	Legal Status Requirement
4211.2	Legal Status Requirement
4212.3	Oath Or Affirmation
4212.3	Oath Or Affirmation
4212.4	Health Examinations
4212.5	Criminal Record Check
4212.5	Criminal Record Check
4212.9	Employee Notifications
4212.9	Employee Notifications
4217.3	Layoff/Rehire
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4240	Bargaining Units

4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves
4311.2	Legal Status Requirement
4311.2	Legal Status Requirement
4312.3	Oath Or Affirmation
4312.3	Oath Or Affirmation
4312.4	Health Examinations
4312.5	Criminal Record Check
4312.5	Criminal Record Check
4312.9	Employee Notifications
4312.9	Employee Notifications
4317.14	Postretirement Employment
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4340	Bargaining Units
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.1	Personal Illness/Injury Leave
4361.2	Personal Leaves
5141.52	Suicide Prevention
5141.52	Suicide Prevention
6175	Migrant Education Program
6175	Migrant Education Program
6200	Adult Education
6200	Adult Education

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** November 05, 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.

Item	Proposed Meeting Date
Issues with Parking at Sites	12/17/25
Recognition of Teacher Activities with Non-Profits	12/17/25
Study Session on Ethnic Studies	01/2026
Discussion of Talent Search Program	01/2026
General Discussion of Reading Programs	TBD
Process for Naming Schools	TBD

FISCAL IMPACT:
N/A

RECOMMENDATION:
Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** November 05, 2025

Agenda Section: Section G: Conclusion

Superintendent's Report (3 minutes)

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

FISCAL IMPACT:
N/A

RECOMMENDATION:
Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** November 05, 2025

Agenda Section: Section G: Conclusion

Trustees' Announcements (3 minutes each speaker)

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

FISCAL IMPACT:
N/A

RECOMMENDATION:
Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** November 05, 2025

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

Anabolena DeGenna, Ed. D.
District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street, Oxnard, California by 5:00 p.m. on Friday, October 31, 2025.

FISCAL IMPACT:
N/A

RECOMMENDATION:
N/A